



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, AUGUST 13, 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

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)(4)
Initiation of litigation in two matters
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in one matter
3. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957(a)
Consultation with Chief of Police
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Maria Virgen v. City of Montebello, et al.
Los Angeles Superior Court Case No. 23STCV00769
5. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Employee Groups: MCEA, MMMA, MSA, MMPA, and Unrepresented Employees

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS**6. PROCLAMATION FOR NATIONAL WELLNESS MONTH****7. CITY TREASURER'S QUARTERLY REPORT****PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)**

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS****8. ADOPT RESOLUTION NO. 25-11 ACCEPTING THE STATE DEPARTMENT OF FORESTRY AND FIRE PROTECTION URBAN FOREST MANAGEMENT PLAN AGREEMENT**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-11 accepting the State Department of Forestry and Fire Protection (Cal Fire) Urban Forest Management Plan (UFMP) Agreement No. 8FG23407 in the amount of \$777,500; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$777,500 in Account Nos. 249-99-4198.33 and 249-30-320-6040.10 (Miscellaneous Grants, Cal Fire Urban Forestry Management [Revenue] and Public Works, Contract Services Outside Contracts [Expenditures]); and
3. Authorize staff to complete and adopt all applicable policies pertinent to the grant recipient's requirements; and
4. Accept the signed agreement and authorize the City Manager to execute all documents related to this program; and
5. Approve issuance of all necessary Requests for Proposal (RFPs) required to complete the various studies, plans, tree planting and related work associated with this grant award; and,
6. Take such additional, related action that may be desirable.

9. AWARD AGREEMENT NO. 4377 TO J&A ENGINEERING CORPORATION FOR THE RIO HONDO COASTAL SPREADING GROUNDS FENCE REPLACEMENT PROJECT (CP 884)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4377 to J&A Engineering Corporation for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884) as the most responsive, responsible bidder in the amount of \$1,045,500, which includes the Base Bid and Alternate Bid Schedule A, payable from Account No. 254-30-300-6040.10 (Rio Hondo Improvement – State Parks, Public Works, Public Works Administration, Contract Services Outside Contracts) and 200-99-7116 (Gas Tax, Non-Departmental, Improvements Other Than Building); and
2. Approve a construction contingency in the amount of \$189,500 payable from Account No. 200-99-7116 (Gas Tax, Non-Departmental, Improvements Other Than Building); and
3. Authorize the City Clerk's Office to release all-other bidders' bonds; and
4. Authorize the City Manager to execute the agreement and all change orders in good faith; and

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

10. AUTHORIZATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CONSTRUCTION OF THE TRAFFIC SIGNAL AT WHITTIER BOULEVARD & 6TH STREET (CP 926) AND PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans, specifications and engineer's estimate for CP-926, Traffic Signal at Whittier Boulevard and 6th Street; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

11. AWARD CONSTRUCTION CONTRACT AGREEMENT NO. 4371 TO CEM CONSTRUCTION CORPORATION FOR THE DOWNTOWN SEWER REPLACEMENT PROJECT (CP 919)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4371 to CEM Construction Corporation for the Downtown Sewer Replacement (CP 919) as the most responsive, responsible bidder in the amount of \$4,474,207 payable from Account No. 263-30-340-6040.45 (Sewer Infrastructure, Public Works, Sewer Operations, Contract Services Sewer Maintenance) and 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way);
2. Approve a 10% construction contingency of \$447,421 payable from Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way); and
3. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by \$2,821,627 in Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way); and
4. Authorize the City Clerk's Office to release all other bidders' bid bonds; and
5. Authorize the City Manager to execute the construction contract agreement (attached hereto in substantial form) and all applicable change orders in good faith.
6. Take such additional, related action that may be desirable.

12. ADOPT RESOLUTION NO. 25-64 APPROVING A MEMORANDUM OF UNDERSTANDING NO. 25-10 (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO MANAGEMENT PROFESSIONALS ASSOCIATION (MMPA)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-10 approving a Memorandum of Understanding No. 25-10 (MOU) between the City of Montebello and the Montebello Management Professionals Association (MMPA); and
2. Take such additional, related action that may be desirable.

13. ADOPT RESOLUTION NO. 25-65 APPROVING A MEMORANDUM OF UNDERSTANDING NO. 25-11 (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO CITY EMPLOYEES ASSOCIATION (MCEA)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-65 approving Memorandum of Understanding No. 25-11 (MOU) between the City of Montebello and the Montebello City Employees' Association (MCEA); and
2. Take such additional, related action that may be desirable.

14. ADOPT RESOLUTION NO. 25-66 APPROVING MEMORANDUM OF UNDERSTANDING NO. 25-12 (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO SUPERVISORS ASSOCIATION (MSA)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-66 approving Memorandum of Understanding No. 25-12 (MOU) between the City of Montebello and the Montebello Supervisors' Association (MSA); and
2. Take such additional, related action that may be desirable.

15. ADOPT RESOLUTION NO. 25-67 APPROVING MEMORANDUM OF UNDERSTANDING NO. 25-13 (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO MID-MANAGEMENT ASSOCIATION (MMMA)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-67 approving Memorandum of Understanding No. 25-13 (MOU) between the City of Montebello and the Montebello Mid-Management Association (MMMA); and
2. Take such additional, related action that may be desirable.

16. ADOPT RESOLUTION NO. 25-68 SPECIFYING CERTAIN EMPLOYEE BENEFITS AND EMPLOYMENT CONDITIONS FOR UNREPRESENTED NON-MANAGEMENT EMPLOYEES AND UNREPRESENTED MANAGEMENT EMPLOYEES AND RESOLUTION NO. 25-69 APPROVING THE CITY OF MONTEBELLO COMPENSATION PLAN AND TABLE OF ORGANIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-68 specifying certain employee benefits and employment conditions for unrepresented non-management employees and unrepresented management employees; and
2. Adopt Resolution No. 25-69 approving the City of Montebello Compensation Plan and Table of Organization; and,
3. Take such additional, related action that may be desirable.

CONSENT CALENDAR

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

17. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4332 WITH JACOB GREEN & ASSOCIATES FOR COMPREHENSIVE STRATEGIC PLAN CONSULTING SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS NO. 25-09

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4332 with Jacob Green & Associates in an amount not-to-exceed \$75,000 for the development of the Montebello Fire Department's Strategic Plan; and
2. Authorize the City Manager to execute the agreement; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$75,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Administration, Other Professional Services); and
4. Take such additional, related action that may be desirable.

18. APPROVE AGREEMENT NO. 4344 WITH FLOCK GROUP INC. (DBA FLOCK SAFETY) TO LEASE AUTOMATED LICENSE PLATE READERS (ALPR)

RECOMMENDATION: It is recommended that the City Council:

1. Award Master Services Agreement No. 4344 with Flock Safety for the lease of automated license plate readers; and
2. Authorize the City Manager to execute the agreement; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$250,000 in Account Nos. 265-80-834-6010.10. (Grants, Police, COPS Technology Equipment Program, Machinery and Equipment [Expenditures]), and 265-99-4198.25 (Grants, Non-Departmental, Misc.Grants-COPS Technology Equipment Proram [Revenue]; and

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

19. APPROVE PURCHASE OF CORDICO WELLNESS APPLICATION FOR THE MONTEBELLO POLICE DEPARTMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of the Cordico Wellness Application to provide a confidential, on-demand mental health and wellness platform for Montebello Police Department personnel (Attachment B); and
2. Authorize the City Manager to execute any necessary documents to complete the purchase, in an amount not to exceed \$28,800 for a two-year subscription term for the Police Department use of the Cordico Wellness Application; and
3. Take such additional, related action that may be desirable.

20. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4337 WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL COMPANIES NC) FOR BUSINESS LICENSE ADMINISTRATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4337 with Hinderliter de Llamas and Associates (HdL Companies NC) for Business License Administration Services; and
2. Authorize the City Manager to execute the agreement; and
3. Take such additional, related action that may be desirable.

21. TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2025 (Fourth Quarter of Fiscal Year 2024-25); and,
2. Take such additional, related action that may be desirable.

22. APPROVE RESOLUTION NO 25-61 APPROVING THE EXCHANGE OF "PROPOSITION A" LOCAL RETURN FUNDS WITH THE MONTEBELLO BUS LINES (MBL)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-61 Approving the Exchange of Los Angeles County Metropolitan Transit Authority (Metro) "Proposition A" Local Return Funds with the Montebello Bus Lines; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$2,500,000 in Account Nos. 210-99-7000.15 (Proposition A, Transfer Out to Transit Fund) and 600-99-4999.76 (Transit, Transfer In from Proposition A); and \$1,750,000 in Account Nos. 600-99-7000.10 (Transit, Transfer Out to General Fund) and 100-99-4999.15 (General Fund, Transfer In from Transit Fund); and
3. Take such additional, related action that may be desirable.

23. APPROVE GATEWAY COUNCIL OF GOVERNMENT FIBER OPTIC NETWORK BROADBAND RIGHT-OF-WAY AGREEMENT NO. 4363

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Right-of-Way Use Agreement with the Gateway Cities Council of Governments (GCCOG) for the installation, maintenance, and operation of the Gateway Cities Regional Fiber Optic Network within the City's boundaries; and
2. Authorize the City Manager to execute the Agreement, including approving finalized plans and any other actions in connection with the Agreement; and
3. Take such additional, related action that may be desirable.

24. ADOPT RESOLUTION NO. 25-60 APPROVING THE CITY OF MONTEBELLO'S TITLE VI IMPLEMENTATION PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-60 adopting the City of Montebello's Title VI Implementation Plan; and
2. Take such additional, related action that may be desirable.

25. APPROVE THE RELEASE OF RFQ NO. 26-02 FOR THE PURCHASE OF EQUIPMENT, HARDWARE, TOOLS, AND RELATED MATERIALS**RECOMMENDATION: It is recommended that the City Council:**

1. Reject the proposals that were received for Request for Qualification (RFQ) No. 25-02; and
2. Approve the release of RFQ No. 26-02 for Equipment, Hardware, Tools, and Related Materials; and
3. Authorize the City Manager, or designee, to make minor modifications to the RFQ documents if necessary to clarify scope, specifications, or submission requirements; and
4. Take such additional, related action that may be desirable.

26. ACCEPTANCE OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP-L) CYCLE 7 VARIOUS INTERSECTION IMPROVEMENTS PROJECT NO. HSIPL-5247(024) (CP 851)**RECOMMENDATION: It is recommended that the City Council:**

1. Accept the Highway Safety Improvement Program (HSIP) Cycle 7 Various Intersection Improvements (CP 851) by Alfaro Communication Construction, Inc.; and
2. Approve the final contract amount with Alfaro Communication Construction, Inc. in the amount of \$1,261,310 including change orders; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$13,261 in Account No. 215-99-7116 (Proposition C, Non-Departmental, Improvements Other Than Building); and
4. Approve the Final Total Project Budget in the amount of \$1,261,310 (Attachment A); and
5. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
6. Authorize the release of the retention payment of \$63,069 due to Alfaro Communication Construction, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
7. Take such additional, related action that may be desirable.

27. AWARD AGREEMENT NO. 4372 TO VOLTAIRE ENGINEERING, INC. FOR THE RIO HONDO ACCESS IMPROVEMENT PROJECT PHASE II (CP 924-2)**RECOMMENDATION: It is recommended that the City Council:**

1. Award Agreement No. 4372 to Voltaire Engineering for the Rio Hondo Access Improvement Project (Phase II, Sign) (CP 924-2) as the most responsive, responsible bidder for the amount of \$380,098; and
2. Approve a construction contingency in the amount of \$19,902; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$400,000 in Account No. 600-90-910-6040.10 (Transit, Transportation, Operations, Outside Contract Services); and
4. Authorize the City Clerk's Office to release all-other bidders' bonds; and
5. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith; and
6. Take such additional, related action that may be desirable.

28. AWARD AGREEMENT NO. 4373 TO CERTIFIED ROOFING APPLICATORS, INC. THE FOR FIRE STATION #56 REMODELING PROJECT (CDBG) (CP 923)**RECOMMENDATION: It is recommended that the City Council:**

1. Award Agreement No. 4373 to Certified Roofing Applicators for the Fire Station #56 Remodeling Project (CP 923) as the most responsive, responsible bidder for the amount of \$751,120 payable from Account No. 255-50-7115 (CDBG, Community Development, Building Improvements); and

2. Approve a construction contingency in the amount of \$28,258 payable from Account No. 255-50-7115 (CDBG, Community Development, Building Improvements), bringing the total contract amount to \$779,378; and
3. Authorize the City Clerk's Office to release all other bidders' bonds; and
4. Authorize the City Manager to execute the agreement and all change orders in good faith; and
5. Reject VSI Technologies as the lowest bidder for failing to attend the Mandatory Job Walk held on July 7, 2025, at 10:00 AM, a requirement for bid eligibility for this project; and
6. Take such additional, related action that may be desirable.

29. ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF FISCAL YEAR 2024-25 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 938) AND PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for Fiscal Year 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project (CP 938); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

30. APPROVE LEASING OF VEHICLE PURCHASE AND PROCUREMENT OF VEHICLE UPFITTING AND COMMUNICATIONS EQUIPMENT FOR FIRE DEPARTMENT NON-EMERGENCY RESPONSE VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the acquisition of three (3) vehicles for the Fire Department from Chevrolet of Montebello; and
2. Authorize the City Manager to execute Agreement No. 4365 with Lease Servicing Center, Inc. dba NCL Government Capital for vehicle financing (lease to own) in the amount of \$160,801 plus accrued interest over the term of the agreement; and
3. Authorize one member of the Montebello City Council and the City Clerk to sign a Lessee Resolution (Exhibit E of Attachment B) to approve the lease and confirm the City Manager is an authorized individual to execute related documents; and
4. Authorize a \$500 payment to Lease Service Center, Inc. dba NCL Government Capital for a one-time documentation and processing fee; and
5. Approve the purchase and installation of related vehicle equipment, including camper shells, Motorola communications equipment, K-9 transport components, and other emergency response gear for the vehicles; and
6. Amend the Fiscal Year 2025–26 Adopted Operating Budget by increasing appropriations by \$45,000 in Account No. 100-85-860-6080.60 (General Fund, Fire, Fire Suppression, Vehicle Parts/Equipment) and \$60,000 in Account No. 100-85-880-6010.10 (General Fund, Fire, Communications, Machinery & Equipment); and
7. Authorize a \$60,000 increase to the existing Purchase Order with Motorola Solutions for the purchase of vehicle communications equipment related to the acquisition of these three (3) Fire Department vehicles; and
8. Take such additional, related action that may be desirable.

31. AUTHORIZATION TO RELEASE REQUEST FOR QUOTATIONS (RFQ) NO. 26-01 FOR THE PURCHASE OF A PARAMEDIC RESCUE SQUAD

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Quotations (RFQ) No. 26-01 for the purchase and delivery of one (1) fully equipped Paramedic Rescue Squad for the Montebello Fire Department; and
2. Take such additional, related action that may be desirable.

32. ADOPT RESOLUTION NO. 25-62 APPROVING JOB SPECIFICATIONS FOR "FIREFIGHTER - PARAMEDIC," "COMMUNITY RISK REDUCTION COORDINATOR," AND "FIREFIGHTER/PARAMEDIC TRAINEE"

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-62, approving the job classifications for "Firefighter - Paramedic," "Community Risk Reduction Coordinator," and "Firefighter/ Paramedic Trainee;" and,
2. Approve the updated Master Position Control (Attachment B) reflecting the updated job classifications; and,
3. Take such additional, related action that may be desirable.

33. INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT FOR IVA SOLUTIONS FOR FISCAL YEAR 2025-26**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize a not-to-exceed amount of \$100,000 for IVA Solutions-related services during Fiscal Year 2025-26; and
2. Take such additional, related action that may be desirable.

34. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4375 WITH UNITED RENTALS INC. TO PROVIDE RENTAL EQUIPMENT**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Professional Services Agreement No. 4375 with United Rentals Inc. to provide Rental Equipment for a three (3) year term (through June 30, 2028), with two (2) one-year extension options for an annual not-to-exceed amount of \$60,000; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

35. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4374 WITH PARTS AUTHORITY LLC TO PROVIDE AUTOMOTIVE SUPPLIES**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Professional Services Agreement No. 4374 with Parts Authority LLC to provide Automotive Supplies for a three (3) year term (through June 30, 2028) with two (2) one-year extension options for an annual not-to-exceed amount of \$50,000; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

36. APPROVAL OF MINUTES: JUNE 11, 2025, CITY COUNCIL MEETING; JUNE 25, 2025, SPECIAL CITY COUNCIL MEETING; JUNE 25, 2025, CITY COUNCIL MEETING**RECOMMENDATION: It is recommended that the City Council:**

1. Approve said Minutes as is.

37. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-63 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 13, 2025**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 25-63 approving the Warrant Register dated August 13, 2025.

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

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on August 27, 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, August 10, 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

**SUBJECT: ADOPT RESOLUTION NO. 25-11 ACCEPTING THE STATE
DEPARTMENT OF FORESTRY AND FIRE PROTECTION URBAN
FOREST MANAGEMENT PLAN AGREEMENT**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-11 accepting the State Department of Forestry and Fire Protection (Cal Fire) Urban Forest Management Plan (UFMP) Agreement No. 8FG23407 in the amount of \$777,500; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$777,500 in Account Nos. 249-99-4198.33 and 249-30-320-6040.10 (Miscellaneous Grants, Cal Fire Urban Forestry Management [Revenue] and Public Works, Contract Services Outside Contracts [Expenditures]); and
3. Authorize staff to complete and adopt all applicable policies pertinent to the grant recipient's requirements; and
4. Accept the signed agreement and authorize the City Manager to execute all documents related to this program; and
5. Approve issuance of all necessary Requests for Proposal (RFPs) required to complete the various studies, plans, tree planting and related work associated with this grant award; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of this action requires acceptance of the grant funds in the amount of \$777,500. The City is committing to in-kind volunteer hours from community members and volunteers at a rate of \$37.32/hour for 1,600 volunteer hours, totaling \$59,712 of in-kind support. The amount of \$777,500 covers the following:

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

Page 2 of 4

- Tree Inventory Analysis: Consultant to complete a tree inventory through field data collection. The consultant will conduct an inventory of the City's existing trees and include all required attributes and advise on vacant sites where trees may be planted. The City plans to identify this contractor through a formal request for proposal (RFP) process. Budget is \$60,000.
- Community Engagement: Consultant to complete community engagement and outreach for resident and stakeholder feedback in the UFMP through surveys, workshops (5), and tabling at community events. The City plans to identify this contractor through a formal request for proposal (RFP) process. Budget is \$15,000.
- Urban Forest Management Plan: Consultant to implement the development, creation, drafting, and adoption of all components for the UFMP including its various phases of planning, drafting, meeting, revising, and adoption by City Council authorization. The City plans to identify this contractor through a formal request for proposal (RFP) process. Budget is \$55,000.
- Tree Planting: Contractor to implement a tree planting program. The cost per tree is inclusive of stock, supplies, labor, and other costs for project planning and implementation through volunteer efforts. This will include canvassing and identifying locations where community members want trees. The City plans to identify this contractor through a formal bidding process. Budget is \$242,500.
- Tree Care: Contractor to implement tree care for the duration of the grant (approximately 1.5 years), including routine site visits, watering, restaking, re-mulching, and replanting. The City plans to identify this contractor through a formal bidding process. Budget is \$360,000.
- Tree Distributions: Fruit and/or shade tree distributions for community members. The price per tree is inclusive of stock, supplies, and labor to coordinate distribution events to residents. The City plans to identify this consultant through a formal request for proposal (RFP) process. Budget is \$45,000.

City Council action commits the City to paying for specified services and subsequently seeking reimbursement from Cal Fire. The recommended actions include amending the Fiscal Year 2025-26 budget by increasing appropriations by \$777,500 in Account Nos. 249-99-4198.33 and 249-30-320-6040.10 (Miscellaneous Grants, Cal Fire Urban Forestry Management [Revenue] and Public Works, Contract Services Outside Contracts [Expenditures]) to record revenue and expenses related to the grant award program.

The recommended actions also include approval to issue all necessary Requests for Proposals (RFPs) as described above. Development of an urban forestry management plan, selection of a contractor to plant and maintain trees, choosing a consultant to conduct a tree analysis and all tasks related to successfully completing this grant award will be accomplished through issuance of RFPs per the City's municipal code (Chapters 3.20 et al and 3.21 et al). Due to the nature of this funding, and the necessary expediency by which the funds must be spent, Staff is seeking blanket approval to issue RFPs for all these services. Staff will work closely with the Finance Department to ensure all municipal code and purchasing policies are followed, in particular Montebello Municipal Code Chapters 3.20.050 and 3.21.060 referencing RFPs for professional and related

services.

BACKGROUND/DISCUSSION:

Under the authority of the Urban Forestry Act (PRC 4799.06 - 4799.12) the Urban & Community Forestry Program (UCF) works to expand and improve the management of trees and related landscape in communities throughout California. The mission of the California Department of Forestry and Fire Protection's Urban Forestry Program is to lead the effort to advance the development of sustainable urban and community forests in California. Trees provide energy conservation, reduction of storm-water runoff, extend the life of surface streets, improve local air, soil and water quality, reduce atmospheric carbon dioxide, improve public health, provide wildlife habitat and increase property values. In short, trees improve the quality of life in our urban environments, which, increasingly, are where Californians live, work, and play. The program also administers State and Federal grants throughout California communities to advance urban forestry efforts.

The program's goals are to obtain a consultant through a formal request for proposal (RFP) process to take inventory of the City's trees that are located in the public right-of-way and report back to Cal Fire. Tree inventories are intended to provide basic information on the City's tree population and provide guidelines to protect and take proper accounting of the City's urban forest. Inventories can supply information on plant quantities, location, condition and size and maintenance requirements. Based on this information, sustainable management plans and rational budgets can be developed for the property's care.

The City initially submitted an application for the Cal Fire grant at the start of the 2025 calendar year. At that time, the intention was to present the item for approval to City Council at the February 12, 2025 meeting, while simultaneously executing the agreement to secure grant funding. However, following the signing of the agreement, the Urban & Community Forestry Program was placed on hold due to a series of memorandums issued by the White House Office of Management and Budget. The hold prevented the Public Works Department from bringing this matter to the City Council for approval as originally planned.

On July 10, 2025, the hold on the Urban & Community Forestry Program was lifted, allowing grantees to proceed with their planned projects. As the agreement was already signed earlier in the year, a new signature from the City Manager is not required. Therefore, one of the recommended actions is to have the City Council accept the previously signed agreement to proceed with the program.

In order to maximize the competitiveness of the City's grant application, staff request City Council adoption of the attached resolution. Executing the resolution authorizes the City Manager to accept the grant on the City's behalf and execute all grant documents.

The Project Performance Period is from the date when CAL FIRE's Deputy Director signs and executes the final agreement through March 31, 2028. Under the terms and conditions of this Grant Agreement, the City agrees to complete the project as described

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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in the project description, and the State of California, acting through Cal Fire.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council adopt Resolution No. 25-11 to accept the Cal Fire Urban Forest Management Plan; and approve the appropriation of \$777,500 by amending the Fiscal Year 2025-26 budget by increasing appropriations by \$777,500 in Account Nos. 249-99-4198.33 and 249-30-320-6040.10 (Miscellaneous Grants, Cal Fire Urban Forestry Management [Revenue] and Public Works, Contract Services Outside Contracts [Expenditures]); and authorize staff to adopt policies pertinent to the grant recipient's requirements; and authorize the City Manager to execute all documents related to this program; and approve issuance of all necessary RFPs required to complete the grant funded work as described above.

ATTACHMENT(S)

1. Attachment A - Resolution No. 2025-11
2. Attachment B - City of Montebello IRA UCF Grant Agreement 8FG23407
3. Attachment C - Complying with Civil Rights Requirements (FS-850)
4. Attachment D - And Justice for All Poster (AD 475A)

RESOLUTION NO. 25-11

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO FOR
FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT
PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION AS PROVIDED THROUGH THE GREENHOUSE GAS
REDUCTION FUND**

RECITALS

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and nonprofit organizations under the program, and

WHEREAS, said procedures established by CAL FIRE require the City to certify by resolution the approval of the grant application; and

WHEREAS, CAL FIRE has awarded to City of Montebello a grant in the amount of \$777,500 for the City's Urban Forest Management Plan Project (Project); and

WHEREAS, City has entered into an Agreement No. 8FG23407 with the State of California to carry out the Project.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF
THE CITY OF MONTEBELLO AS FOLLOWS:**

SECTION 1.

1. Approves both the filing of an application for "State Greenhouse Gas Reduction Funding" Urban and Community Forestry grant program funds and the State of California Agreement No. 8FG23407; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of the City Council are

RESOLUTION NO. 25-11

Page 2 of 3

available to begin the project.

4. Certifies that said applicant will expend grant funds prior to June 30, 2028.
5. Appoints Raul Alvarez, City Manager, or a designee, as agent of the City Council to conduct negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the afore mentioned project.

SECTION 2. Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by the City, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

SECTION 3. This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City

Attorney STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-11

RESOLUTION NO. 25-11

Page 3 of 3

was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 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

PROFESSIONAL SERVICES AGREEMENT NO. 4370

BY AND BETWEEN

THE CITY OF MONTEBELLO

AND

STATE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



January 24, 2025

Cesar Roldon
City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

8FG23407; City of Montebello, "City of Montebello Urban Forest Management Plan Project"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Darrik Carlson at (805) 393-3368 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, budget, and other exhibits enclosed. Please sign, scan, and return the agreement to Matt Mercado at Matthew.Mercado@fire.ca.gov no later than **January 31, 2025**.

In addition, the following completed documents are required before we can execute your agreement:

- Copy of City of Montebello chart of accounts
- Copy of City of Montebello organizational whistleblower policy
- Copy of City of Montebello texting while driving policy

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Matt Mercado
Grants Analyst
Grants Management Unit

CC: Darrik Carlson, Forester I
Shayon Konjkav, Grants Manager
Walter Passmore, State Urban Forester
Rachel O'Leary, Partnership & Equity Supervisor

Enclosures

- Grant Agreement 8FG23407
- Complying with Civil Rights Requirements (FS-850)
- And Justice For All Poster (AD-475A)

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT**

APPLICANT: City of Montebello
PROJECT TITLE: City of Montebello Urban Forest Management Plan Project
GRANT AGREEMENT: 8FG23407

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 31, 2028.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION:

This project will advance the City's effort to develop and implement its first ever urban forest management plan (UFMP), to optimize the multiple benefits of an urban forest. Assessments will include completion of an inventory for all trees managed by the City, as well as a LiDAR-verified tree canopy analysis. Data collection will be completed through community surveying and workshops. Following assessments, a UFMP will be developed outlining the community's objectives, with activities for the City to follow into the future. Guided by standards prioritized and outlined in the UFMP, at least 500 trees will be planted strategically throughout the City.

Total State Grant not to exceed \$ **777,500.00** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

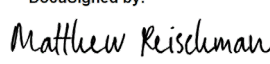
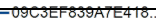
City of Montebello

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By 
Signature of Authorized Representative
Print Name: Raul Alvarez
Title: City Manager, City of Montebello

Date Jan 28, 2025

DocuSigned by:

By 
Title: **Matthew Reischman**
Deputy Director, Resource Management

Date 3/26/2025

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8FG23407	PO ID	SUPPLIER ID 0000011767
FUND 0001	FUND NAME General Fund	
PROJECT ID 354023DG2021272	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ 777,500.00
GL UNIT 3540	BUD REF 001	ADJ. INCREASING ENCUMBRANCE \$ 777,500.00
PROGRAM NUMBER 9999000FED	ENY See Attached	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 602,562.50
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96113	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

DocuSigned by:

Certification of CAL FIRE Accounting Officer

4/1/2025

Date

Agreement Funding Certification

State Contract #:		Project #:		Purchase Order ID#		Supplier ID#	
N/A		8FG23407				0000011767	
Grantee Name				Participant / Trustee			
City of Montebello				N/A			
Grant Grand Total:						\$ 777,500.00	
Fund		Fund Name					
0001		General Fund					
Project ID		Activity ID		*GL Unit		Bud Ref	
354023DG2021272		SUBGNT		3540		001	
Program Number		ENY		*Account		Alt Acct	
9999000FED		2024		5340580		5340580000	
Rptg Structure		Svc Loc					
35409503		96113					
Prior Amount Encumbered for this Agreement:						-	
Projected Expenditure INCREASE Encumbrance by:						174,937.50	
Projected Expenditure DECREASE Encumbrance by:						-	
Amount Encumbered by this Document:						\$ 174,937.50	
Fund		Fund Name					
0001		General Fund					
Project ID		Activity ID		*GL Unit		Bud Ref	
354023DG2021272		SUBGNT		3540		001	
Program Number		ENY		*Account		Alt Acct	
9999000FED		2025		5340580		5340580000	
Rptg Structure		Svc Loc					
35409503		96113					
Prior Amount Encumbered for this Agreement:						-	
Projected Expenditure INCREASE Encumbrance by:						301,281.25	
Projected Expenditure DECREASE Encumbrance by:						-	
Amount Encumbered by this Document:						\$ 301,281.25	
Fund		Fund Name					
0001		General Fund					
Project ID		Activity ID		*GL Unit		Bud Ref	
354023DG2021272		SUBGNT		3540		001	
Program Number		ENY		*Account		Alt Acct	
9999000FED		2026		5340580		5340580000	
Rptg Structure		Svc Loc					
35409503		96113					
Prior Amount Encumbered for this Agreement:						-	
Projected Expenditure INCREASE Encumbrance by:						301,281.25	
Projected Expenditure DECREASE Encumbrance by:						-	
Amount Encumbered by this Document:						\$ 301,281.25	

GRANT NUMBER 8FG23407

CITY OF MONTEBELLO

CITY OF MONTEBELLO URBAN FOREST MANAGEMENT PLAN PROJECT

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, City of Montebello, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Seven Hundred Seventy-Seven Thousand Five Hundred Dollars (\$777,500.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Attachment A – Federal Financial Assistance Grant Agreement 23-DG-11052021-272 between CAL FIRE and the USDA Forest Service ("FEDERAL AGREEMENT")
 - b. Attachment B – Project Application
 - c. Attachment C – Project Budget
 - d. California Urban and Community Forestry Inflation Reduction Act 2024 Grant Guidelines

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 U.S.C. 2105 and Public Law 117-169, Subtitle D, Section 23003(a) and the California Public Resources Code Section §4799.12 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the STATE's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

GRANT NUMBER 8FG23407

CITY OF MONTEBELLO

CITY OF MONTEBELLO URBAN FOREST MANAGEMENT PLAN PROJECT

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.
4. This is a subaward under the Inflation Reduction Act Urban and Community Forestry #23-DG-11052021-272 awarded to STATE by the United States Department of Agriculture (USDA) Forest Service on August 2, 2023. The Federal Assistance Listing for the award is 10.727, Inflation Reduction Act Urban & Community Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. GRANTEE shall comply with the following requirements of the FEDERAL AGREEMENT.
 - a. C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)
 - b. ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS
 - i. D. SUBAWARDS
 - ii. I. USE OF FOREST SERVICE INSIGNIA
 - iii. J. FUNDING EQUIPMENT
 - iv. K. PUBLIC NOTICES
 - v. L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.
 - vi. M. COPYRIGHTING
 - vii. N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL
 - viii. R. DEBARMENT AND SUSPENSION
 - ix. S. MEMBERS OF CONGRESS
 - x. T. TRAFFICKING IN PERSONS
 - xi. U. DRUG-FREE WORKPLACE
 - xii. V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
 - xiii. W. ELIGIBLE WORKERS
 - xiv. X. FREEDOM OF INFORMATION ACT (FOIA)
 - xv. Y. TEXT MESSAGING WHILE DRIVING
 - xvi. Z. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM
 - xvii. AA. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
 - c. ATTACHMENT B: 2 CFR PART 170
 - d. ATTACHMENT C: WHISTLEBLOWER NOTICE

GRANT NUMBER 8FG23407
CITY OF MONTEBELLO

CITY OF MONTEBELLO URBAN FOREST MANAGEMENT PLAN PROJECT

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 8FG23407.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Application" as Attachment B.
- g. The term "Project Budget Detail" as used herein defines the approved budget plan as Attachment C.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: City of Montebello
Section/Unit: HQ Resource Management	Section/Unit: N/A
Attention: Darrik Carlson	Attention: Cesar Roldon
Mailing Address: P.O. Box 944246 Sacramento, CA 94244-2460	Mailing Address: 1600 W Beverly Blvd Montebello, CA 90640
Phone Number: (805) 393-3368	Phone Number: (323) 887-1462 Secondary: (323) 887-1363
Email Address: Darrik.Carlson@fire.ca.gov	Email Address: CRoldan@montebellocal.gov

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CITY OF MONTEBELLO

CITY OF MONTEBELLO URBAN FOREST MANAGEMENT PLAN PROJECT

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but no less than 60 days from the Agreement expiration date. The STATE may waive the minimum timeframe for amendments at their discretion. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking

GRANT NUMBER 8FG23407
CITY OF MONTEBELLO

CITY OF MONTEBELLO URBAN FOREST MANAGEMENT PLAN PROJECT

property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates and activities specified in the Attachments made a part of this Agreement.
- c. GRANTEE shall submit, in arrears, not more frequently than once a month and not less frequently than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. In the event no expenses are incurred, GRANTEE shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zero balance invoice. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of GRANTEE, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), match funds when applicable, and appropriate supporting documentation consistent with 2 CFR Part 200.

GRANT NUMBER 8FG23407

CITY OF MONTEBELLO

CITY OF MONTEBELLO URBAN FOREST MANAGEMENT PLAN PROJECT

- d. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- e. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Budget approved by the STATE. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from other budget categories, without approval by the STATE; however, GRANTEE shall notify the STATE in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget category must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- f. GRANTEE shall promptly submit any and all records or information at the time and in the form as the STATE may request.
- g. GRANTEE shall submit each invoice for payment electronically to the CAL FIRE Project Representatives identified in Section III General Provisions, Item 2. Hard copy submissions will not be accepted.
- h. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization that is located in or providing service to disadvantaged or low-income communities. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit an Advance Payment Expenditure Plan projecting the amount of advance funds needed over the duration of the project performance period. Concurrently, GRANTEE shall submit an Advance Payment Request and Accountability Report identifying how funds will be used accompanied by an Advance Payment Invoice demonstrating the approximate budget breakdown that provides the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE three months from the date of receiving the funds and every three months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 5% or up to \$50,000 of the total project budget and grant funds awarded. Advance funds

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must be spent on eligible costs and fully utilized within a 90-day period unless additional time is approved by CAL FIRE.

- GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. CAL FIRE will bill for the return of unliquidated advance funds after the approved timeframe.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- In the event that significant deviations are expected or have been made to a previously approved Advance Payment Expenditure Plan, GRANTEE shall submit a new Advance Payment Expenditure Plan and associated documentation to STATE.
- Any advance payment received by a GRANTEE and not used for project eligible costs within the time period approved by STATE shall be returned to the STATE. The amount will be returned to the grant balance.
- Advance payments must be deposited into a Federally Insured interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

- i. The GRANTEE shall immediately reimburse or credit, as determined by the STATE, the STATE for any over payment of any invoice, including final invoice, when either party determines an overpayment was made.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of this Agreement, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports quarterly no later than the end of the month following the calendar periods ending March 31, June 30, September 30 and December 31. STATE may request

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additional progress reporting throughout the term of this Agreement to meet reporting requirements of the FEDERAL AGREEMENT.

- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.
- d. GRANTEE must report to the State all sources of other funds for the Project. GRANTEE shall not use GRANT FUNDS from this Agreement as match toward another Federal Award. The State may request an audit of any project that does not fully comply with this provision.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be

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responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

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10. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

This subaward is funded with Federal funds. The United States and the STATE prohibit discrimination in all Federal and STATE programs and activities, respectively, on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Civil Rights

GRANTEE agrees to comply with civil rights requirements as detailed in the Complying with Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and

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Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

18. Survival Clause

The obligations of the Parties under Section III General Provisions, Items 4 (i) Project Costs and Payment Documentation and Item 10 Hold Harmless of this Agreement shall survive the termination or expiration of the Agreement.

ATTACHMENT A

Federal Financial Assistance Grant Agreement 23-DG-11052021-
272 between CAL FIRE and the USDA Forest Service

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 23-DG-11052021-272
Between
FORESTRY AND FIRE PROTECTION, CALIFORNIA DEPARTMENT OF
And The
USDA, FOREST SERVICE
REGION 5**

Project Title: Inflation Reduction Act Urban and Community Forestry

Upon execution of this document, an award to Forestry and Fire Protection, California Department of, hereinafter referred to as "CAL FIRE," in the amount of **\$43,200,000**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 IRA Urban & Community Forestry. CAL FIRE accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated June 16, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of \$43,200,000, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

As addressed in Provision E and F, the financial status and performance reports are due on a quarterly basis for the periods ending March 31, June 30, September 30 and December 31. CAL FIRE will also submit a financial report for the quarter in which there was financial transaction.

The final performance report is to be submitted no later than 120 days from the expiration date of the grant. The first reports will be due October 30, 2023 for the period ending September 30, 2023

Send the financial status reports to Beverly Smith at the address on page 2 of this award, and the performance reports to Miranda Hutten at the address on page 2 of this award.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 707-980-2967.

The following administrative provisions apply to this award:



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- A. LEGAL AUTHORITY. CAL FIRE shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Walter Passmore State Urban Forester P.O. Box 944246 Sacramento, CA 94244-2460 Telephone: 916-214-5420 Email: Walter.Passmore@fire.ca.gov	Parm Bains Manager, Grants Management Unit P.O. Box 944246 Sacramento, CA 94244-2460 Telephone: 916-894-9843 Email: Parm.Bains@fire.ca.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Miranda Hutten Urban and Community Forestry Program Manager State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-9025 Email: miranda.l.hutten@usda.gov	Beverly Smith Grants Manager State & Private Forestry 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 980-2967 Email: beverly.smith@usda.gov

- C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). CAL FIRE shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for

reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	

- E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **12.16%** as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between CAL FIRE and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, CAL FIRE shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- F. PRIOR WRITTEN APPROVAL. CAL FIRE shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 45 days prior

to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **06/30/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

DocuSigned by:

09C3EF839A7E418
MATTHEW REISCHMAN, Deputy Director,
Resources Management, CAL FIRE
8/2/2023
Date

**SHERRY
HAZELHURST**
Digitally signed by SHERRY
HAZELHURST
Date: 2023.08.02 16:12:15 -07'00'
SHERRY HAZELHURST, Director
USDA Forest Service, State & Private Forestry,
Region 5
Date

The authority and the format of this award have been reviewed and approved for signature.

JASON BUCKNER
Digitally signed by JASON BUCKNER
Date: 2023.08.01 12:19:59 -05'00'
JASON BUCKNER
USDA Forest Service Grants Management Specialist
Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, CAL FIRE may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to CAL FIRE for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by CAL FIRE or any third party.
- C. NOTICES. Any notice given by the Forest Service or CAL FIRE will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To CAL FIRE, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The final

SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

CAL FIRE shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The final performance report shall be submitted either with CAL FIRE's final payment request, or separately, but not later than 120 days from the expiration date of the award.

Additional pertinent information:

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable,
- Reason(s) for delay if established goals were not met,
- Changes planned,
- Budget status.

- G. NOTIFICATION. CAL FIRE shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for CAL FIRE to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify CAL FIRE when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of CAL FIRE's purchase of equipment. Equipment is defined as having

a fair market value of \$5,000 or more per unit and a useful life of over one year.
Supplies are those items that are not equipment.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. CAL FIRE is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

CAL FIRE may call on Forest Service's Office of Communication for advice regarding public notices. CAL FIRE is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. CAL FIRE shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. COPYRIGHTING. CAL FIRE is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by CAL FIRE under this award.
- Any right of copyright to which CAL FIRE purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CAL FIRE shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

O. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish CAL FIRE a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, CAL FIRE appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, SPF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPF, CAL FIRE shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPF is final.
5. The final decision by the Director, SPF does not preclude CAL FIRE from pursuing remedies available under the law.

- P. AWARD CLOSEOUT. CAL FIRE must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to CAL FIRE must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. CAL FIRE shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CAL FIRE or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- T. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or

- (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the

- performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

U. DRUG-FREE WORKPLACE.

1. CAL FIRE agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions CAL FIRE will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify CAL FIRE in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. CAL FIRE agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. CAL FIRE agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after CAL FIRE learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, CAL FIRE must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

W. ELIGIBLE WORKERS. CAL FIRE shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and

Nationality Act (8 U.S.C. 1324(a)). CAL FIRE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- X. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Z. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- AA. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

- BB. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the “Davis-Bacon Act”).

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

- Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
 - c. *Reporting of Total Compensation of Subrecipient Executives.*
 1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
 - d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
 - e. *Definitions.* For purposes of this award term:
 1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization; and,
- iv. A domestic or foreign for-profit organization
- 3. *Executive* means officers, managing partners, or any other employees in management positions.
- 4. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- 6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

ATTACHMENT B

Project Application

Applications: Cesar Roldon

Please read through the

[IRA Grant Guidelines](#)

thoroughly before submitting the application. Applicants must answer all required questions which are identified with asterisks (*). Other questions are either optional or may not apply to all grant types. Grant applications are due May 30, 2024, by 5:00 PM PDT.

Note: Additional help text for some questions can be found under the text boxes.

Grant Type

Please select the grant type you are applying for.

Urban Forest Management Activities

Applicant Information

Profile

croidan@montebelloca.gov

Primary Project Contact (First and Last Name)

Cesar Roldon

Organization

City of Montebello

Title

Director of Public Works

Email

CRoldan@montebelloca.gov

Phone Number

323-887-1462

Secondary Project Contact

First and Last Name

Raul Alvarez

Organization

City of Montebello

Title

City Manager

Email

RAlvarez@MontebelloCA.gov

Phone Number

323-887-1363

Organization Information

Organization Name

City of Montebello

Organization Legal Address

1600 W Beverly Blvd.

City

Montebello

State

CA

Zip Code

90640

Organization Website

<https://www.montebelloca.gov/>

Congressional District

38

Please use

[My Congressional District](#)

link to determine your district.

Authorized Representative/Signatory

First and Last Name

Cesar Roldon

Title

Director of Public Works

Email

CRoldan@montebelloca.gov

Phone Number

323-887-1462

Business, Finance, or Accounting Representative

First and Last Name

Cesar Roldon

Title

Director of Public Works

Email

CRoldan@montebelloca.gov

Phone Number

323-887-1462

Did your agency receive a National Inflation Reduction Act grant award from the USDA Forest Service Urban and Community Forestry Program in 2023?

No

If yes, please include the award amount and a brief project description.

N/A

Project Eligibility

Please select which of the following describes your organization. Eligible applicants include cities, counties, qualifying districts, and federally recognized Tribal Nations. Districts include, but are not limited to, school, park, recreation, water, and local taxing districts. Nonprofit organizations are not eligible for this grant type but may be partners in such projects.

City, County, or Qualifying District

Upload IRS Determination Letter of 501(c)(3) status, if applicable

Upload proof that the project area, population, or community served through this project is identified as a priority population, disadvantaged and/or low-income per one of the tools listed on page 11 of the IRA Grant Guidelines

City of Montebello Proof of Priority Populations.pdf

Project Introduction

Project Title

City of Montebello Urban Forest Management Plan Project

Brief Project Description

This project will advance the City's effort to develop and implement its first ever urban forest management plan (UFMP), to optimize the multiple benefits of an urban forest. The project will begin with robust assessments of existing green infrastructure, as well as community-driven feedback on urban forest health. Assessments will include completion of an inventory for all trees managed by the City, as well as a LiDAR-verified tree canopy analysis. Data collection will be completed through community surveying and workshops, to understand residents' perceptions of the current environment, in addition to their priorities for a healthy future urban forest. Following assessments, a UFMP will be developed outlining the community's objectives, with activities for the City to follow into the future. Existing City planning documents will be reviewed and updated where needed, to align with the UFMP. After the UFMP has been revised and approved by the City Council, community tree planting will formally begin. Guided by standards prioritized and outlined in the UFMP, at least 500 trees will be planted strategically throughout the City. Greening will largely be conducted through volunteer efforts, by recruiting residents engaged earlier in the surveying stage. After planting and installation, long-term tree care will follow for the duration of a minimum establishment period, in order to ensure sustainability of green infrastructure investments. This proposal will be implemented in partnership with TreePeople, who will support project management, equitable community engagement, UFMP research and drafting, tree planting installation, and long term tree care maintenance for project sustainability.

Total Grant Funding Requested (CAL FIRE Share)

\$777,500.00

What is your primary source of technical advice?

Bryan Vejar, TreePeople Senior Manager of Arboricultural Training and Education, and Board-Certified Master Arborist, will provide technical advice on this project: bvejar@treepeople.org/ (818) 753-4600. Vejar will advise on logistical support and guidance towards project objectives, as well as the development of the UFMP, to ensure alignment with best practices and standards including those of the International Society of Arboriculture (ISA) and American National Standards Institute (ANSI).

Partner Information

List the primary partners, including full name, organization, title, email, and phone number of key representatives supporting the project. Briefly describe the project tasks/activities each partner will be involved with.

TreePeople: David Pineda, Director of Operations: dpineda@treepeople.org/ (626) 617-5471. TreePeople will support with project management, community engagement, UFMP drafting, tree planting, and tree care. Born from the roots of youth activism 50 years ago, TreePeople has engaged more than 3 million people of all ages in planting and caring for more than 3 million trees since its founding in 1973. TreePeople is well-positioned to deliver climate resiliency resources to communities, based on five decades of developed partnership networks, capacity in cross-sector programming, and demonstrated success. Across the Los Angeles and Inland Empire regions, TreePeople is currently implementing a number of community initiatives with a similar approach and scale to those proposed in this project, utilizing full time staff teams. TreePeople urban greening projects are successful and sustainable, estimated at a 95% planting site survival rate that is achieved through a minimum establishment care period, and which has been demonstrated through comparable recent projects.

West Coast Arborists, Inc. (WCA): Lissette Rios, 714-783-5457, lrios@wcainc.com. As the City's tree care contractor, WCA will support with updating tree inventory data, as well as providing long term maintenance guidance to the UFMP. WCA, Inc. has provided quality urban forestry maintenance and management services to municipalities and public agencies since 1972. WCA is committed to helping develop a future professional green jobs workforce within the communities in which they work, and ensures the highest standard of International Society of Arboriculture-certified training for tree care professionals. WCA is a leader in the tree care industry throughout California and Arizona.

Upload signed letters of commitment from all primary partner organizations.

Montebello UFMP - TreePeople Letter.pdf

Project Information

Project Background

The City of Montebello in East Los Angeles is home to over 63,000 residents, of whose 78% Latinx and 13% Asian population, median household income is typically only 80% of that in California as a whole. With CalEnviroScreen ranking in the 95th percentile/100 for overall pollution burden, Montebello shows intense levels of air pollution, with scores of 79 for airborne particulate matter, and 88 for toxic substance release events, as well as 84 for hazardous waste and 96 for solid waste exposures. These issues also lead to families experiencing associated high scores for asthma rate, low birth weight, and cardiovascular disease, as a result of environmental risks. With extended heat waves increasing due to climate change and pollution exposures, extreme “heat islands” like Montebello in the urban core of LA cause further risk to residents, as a 96% housing occupancy rate here leaves a lack of available alternatives to older homes without adequate HVAC. During an average summer, “tree poor” areas like this across Greater LA see a 30% increase in all-cause mortality. In the US, heat waves kill more people than any other weather-related phenomenon.

Originally an agricultural community, in 1945 the “Montebello Incident” began with an herbicide manufacturer in Alhambra pouring toxic waste into a floor drain, which contaminated water supplies leading to an underground aquifer used by the City of Montebello – directly polluting water wells, and poisoning 25,000 people then living the city. Despite expensive efforts to mediate at the time, residents complained of toxic effects for years, leading to California's landmark Dickey Water Pollution Act of 1949 – the state's first comprehensive clean water legislation. Water supplies and air quality are still threatened by the 15-square kilometer Montebello Oil Field, and the City has faced a number of stormwater discharge issues in recent years.

Montebello has a rich history dating to the indigenous Tongva people, as well as Franciscan Missionaries who established the original San Gabriel Mission near where San Gabriel Boulevard now crosses the Rio Hondo River. In the early 20th century, Montebello boasted an ideal climate, productive soil, and an abundance of water, famed for its farming and produce. Standard Oil Company discovered crude on a property in 1917, bringing revolutionary changes to Montebello that converted rolling farmlands to oil fields, producing one-eighth of California's crude oil by 1920. Yet, with increasing climate impacts to our population and all Angelenos, in Montebello we acknowledge that future resiliency will require we think differently about environmental justice and our urban forest, to balance a greener, healthier future for all residents. As a result, Montebello seeks to address this urgency with the development and implementation of our first ever Urban Forestry Management Plan with this proposal.

Project Goals

With growing issues in community climate change resilience, the state of urban forestry as a source of nature-based solutions has inspired a number of community-based organizations and public agencies to partner in the strategic identification of local goals for shade, clean air and stormwater capture. In 2022, the Gateway Cities Council of Governments (COG), TreePeople, and the Loyola Marymount University Center for Urban Resilience collaborated to conduct evidence-based tree canopy prioritization for the City of Montebello. This research process utilized high-resolution LiDAR tree canopy data as foundational information with which to then engage the public in identifying local perceptions and priorities around trees, as well as specific needs for greening in the city. Analysis of tree canopy data showed that the City of Montebello has only a 13% existing tree canopy cover – among the lowest canopy rates in all of LA County, which averages a 25% canopy overall, with wealthier LA neighborhoods enjoying a canopy rate as high as 35%. These analyses also found that Montebello has significant, accessible place-based opportunities to increase its future tree canopy, with 48% of City land areas found to be appropriate for Possible Tree Canopy expansion.

Based on the opportunities in City of Montebello's tree canopy prioritization report, as well as growing environmental action in the City, and a responsible consideration of City resources, this project will include the following climate resiliency goals, for our first Urban Forest Management Plan:

1. Understand the current state of the City's urban forest: Identification of evidence-based, site-dependent strategies to reduce heat, lower landscape water use, mitigate pollution, capture and filter stormwater, protect urban wildlife, and connect people to greenspace.
2. Protect and preserve the City's existing urban forest: Solidify a formal UFMP through interagency and resident-level community collaboration, promoting equitable inclusion at all stages, for urban climate resiliency creating sustainable, long-term impact.
3. Strategically expand the City's tree canopy: Begin implementation of the UFMP through wide-scale, community-driven urban greening projects in the City, prioritizing the needs of historically disadvantaged neighborhoods and populations.
4. Engage the community regarding its urban forest: Create meaningful stewardship impact for residents, building connections to nature through direct involvement in localized, volunteer-driven conservation action, adapted to resident's own priorities.

Project Objectives

Benefitting people and nature at the same time, nature based solutions are key to climate resilience for Montebello, as these strategies are known to be just as effective as human engineered environmental interventions, yet typically less costly, more sustainable over the long term for ecosystems, and more equitable to localized populations. In order to achieve to our evidence-based goals from the City of Montebello's tree canopy prioritization report, as well as include diverse resident voices and community-drive priorities in transforming the City's response to climate change, our objectives in this project will include the following:

1. Developing a robust understanding of the state of the city's urban forest: The City will conduct a thorough urban forestry assessment that includes canopy cover locations and percentages, a physical tree inventory, community input, and recently-completed ground truthing reports. The tree inventory and canopy assessment will be instrumental in producing recommendations for an Urban Forest Management Plan (UFMP) to improve the immediate and long-term management of the City's urban forest. Additionally, tree inventory and canopy assessment support the community engagement and feedback component of this project, by deeply embedding local voices in this project from the start. Both assessments will be summarized to support further community education and engagement processes that will contribute to refining the UFMP recommendations, and eventually implementing the plan at a neighborhood level.

2. Providing the City with a comprehensive, functional UFMP: The City will develop and adopt its first formal UFMP. This plan will be the City's guiding document to ensure that the benefits of a healthy urban forest grow in a sustainable way through changing climate conditions, and are made available equitably to the entire community. A main goal of the City's UFMP will be to improve citywide canopy cover for the long term, in order to combat extreme heat, provide stormwater and air pollution mitigation, and improve beautification for recreation and public health. In this process, related City policies that connect to urban forestry planning will be reviewed and updated, to guarantee seamless adoption into current maintenance schedules, and continuity of urban forest management procedures into the future.

3. Planting and distributing 750 trees in the community: After the UFMP is completed and officially adopted, the City will begin implementation of its recommendations for community tree planting. Tree planting locations, species, and connectivity corridors will be guided by the data collection and community feedback collected in the completed UFMP. Planting implementation will also be guided through a volunteer-led, community-based approach conducted in partnership with TreePeople.

4. Supporting a community education and engagement process: Throughout the UFMP and tree planting processes, the City will educate the community on grant activities, tree care, and urban forest management. We will work with schools, community groups, and local businesses to involve and engage community stakeholders. We will host a series of local educational workshops, City meetings, and volunteer public tree planting events – both to inform and build excitement for conservation activities connecting people to their urban forest. Education elements on project progress, green jobs, and local opportunities to get involved with urban greening will also be guided through our partnership with TreePeople.

In these objectives, the involvement of project partner TreePeople will be critical to accomplishing our shared grant activities. Born from the roots of youth civic activism over 50 years ago, TreePeople has engaged more than 3 million volunteers of all ages in planting and caring for more than 3 million trees across the Greater Los Angeles region. TreePeople is well-positioned to deliver climate resiliency resources to communities, based on five decades of developed partnership networks, capacity in cross-sector programming, and demonstrated project success. Across Los Angeles area and Inland Empire cities, TreePeople is currently implementing a number of community initiatives with a similar approach and scale to those proposed in this project, utilizing ISA-certified full time staff teams.

Project Scope of Work

The City will partner with TreePeople and West Coast Arborists, Inc. (WCA) to successfully conduct this project. All partner entities have existing successful working relationships with local public agencies and CBOs, allowing for the timely start of the project. TreePeople will partner with the City to perform project management, community engagement support, UFMP development, and leadership of subsequent tree planting activities – ensuring the project delivers on community-identified goals. TreePeople will also support the City as it navigates UFMP implementation as part of this project, for successful long-term improvements to the urban forest, and involvement of local residents in that goal. Residents will be heavily involved in this project through education, feedback, and volunteerism.

The City will contract completion of existing tree inventory and canopy assessment to WCA, which will complete this reporting according to ISA and CAL FIRE standards for data collection. WCA will utilize an ISA-Certified Arborist to inventory all public trees in the city including streets, medians, parks, right of ways, and public facilities. Data collection per tree site will include species, type of site, tree condition, recommendations, height, and diameter at shoulder height. Vacant sites will also be cataloged, in an effort to identify new suitable tree planting locations. Following completion, data will be provided to the City in a GIS, web-based platform (ArborAccess), to ensure functionality as an ongoing management tool, as well as educational resources for City staff. The city will use collected data to integrate this information into the UFMP prepared by TreePeople.

To ensure robust community outreach and education, the City and TreePeople will host at least 5 community workshops that present data collected on urban forestry to the City of Montebello's residents. These workshops will take place at various locations and times to accommodate maximum participation. We anticipate additional outreach and engagement will also take place during upcoming public City events, as well as regional TreePeople events. Throughout the engagement process, the City and TreePeople will record resident feedback in an urban forestry survey with the community. Prefaced by a summary of the current local tree inventory and canopy assessment, survey data will be taken to understand the community's current understanding of trees and climate resilience, as well as to identify and integrate their urban forest priorities into the project.

Informed by research on tree inventory data, canopy assessments, and this community survey, the City's UFMP development will begin, with TreePeople and a consultant leading development of the plan through guidance from City staff. The City and TreePeople will meet on a monthly to biweekly basis during the creation of the UFMP, to ensure alignment with existing City goals, resources, and policy measures. The plan will be designed to include, at minimum: A shared vision for the urban forest, an inventory assessment, quantified urban forest benefits, strategic plans, routine maintenance procedures, a street tree planting plan, recommended tree species, and evaluation tools. Critical to successful project life, tree maintenance procedures will be designed to follow ISA and urban forestry best management practices (as aligned with city needs), related to planting, trimming, removal, care treatments, and health assessments. A draft version of the UFMP will then be presented to the City Council, residents, and local stakeholders for review. Following feedback, TreePeople will conduct revisions as necessary, until approved and adopted by city officials. Once this process is complete, the City Council also commits to review and align related local ordinances and policies for continuity if needed.

Following the adoption of the UFMP, the City and TreePeople will begin implementation with the planting of 500 public shade trees and distributing of 250 residential trees to residents. TreePeople will utilize its community-based engagement model to involve residents in site-level tree care support through volunteer planting events, watering cycles, and maintenance events – with young tree care also conducted by TreePeople staff, to support reliable establishment rates. Site data on trees planted will be transferred by TreePeople to City staff for inclusion in the City's recently completed inventory reports, ensuring all new green infrastructure investments will be included in long-term maintenance and management cycles.

Project Deliverables

Developing a formal UFMP will produce a number of deliverables helping City staff ensure a more climate resilient future, with comprehensive data collection, capacity-building community engagement, and the beginning stages of transformative urban greening. TreePeople will conduct robust community outreach and education in this process, utilizing the results of City tree inventory and canopy assessments as the driving insights to inform community conversations. Once a UFMP is developed with community feedback and adopted by the City, urban greening implementation will begin with specific tree planting locations and tree species, as well as no-cost take-home tree giveaways, to be guided by the resident priorities and specifications outlined in the UFMP. TreePeople staff and trained volunteers will then carry out a planned schedule of planting, tree care and watering as needed, with interim monitoring and inspection routines, ensuring public tree growth remains on target (including scheduled water truck site visits during extreme heat periods). Full information on locations, species, and care plans will be later transferred to the City for integration into routine maintenance staff schedules over the long term, after initial establishment care has been completed. In order to achieve these ambitious activities, this project will include the following deliverables:

1. Completion of a full tree inventory for the City by WCA
2. LiDAR assessment of existing tree canopy by WCA
3. Synthesized survey results on the resident perceptions and priorities for the urban forest
4. Community engagement and education events for urban conservation
5. Completion and adoption of the City's first formal Urban Forest Management Plan
6. Installation and tree care for 500 public shade trees, with climate-ready training information and data transfer from TreePeople to City staff
7. Distribution of 250 no-cost take-home trees for residents, including tree care commitment agreements, with planting and tree care advisement provided by TreePeople

Project Education, Outreach and Community Engagement Plan

ENGAGEMENT DURING UFMP DEVELOPMENT

In the planning stages, the City will ensure the community is both informed about this project through public notices, and able to participate through data collection stages. Following the completion of data collection, tree inventory and canopy assessment analysis will be summarized to provide residents with further insights about their urban forest, as well as to collect local prioritization feedback on greening locations, species, and connectivity design, at public educational events. TreePeople will then produce tailored public-facing material and educational programming related to the project with this information, designed as locally relevant and culturally meaningful to City residents, including tree benefits, tree care, green jobs in local urban forestry, and related regional environmental issues, to be presented at follow up community workshops and tree distributions. This local engagement and participation will be critical to the neighborhood-level information needed to develop a robust, equitable City UFMP.

ENGAGEMENT DURING AND AFTER TREE PLANTING IMPLEMENTATION

In our project, TreePeople will help deploy tree planting and maintenance care events through a careful pre-planning of coordinated volunteer recruitment, resident and local business owner support, as well as staff labor. Teams are trained on how to carry out proper inspection of tree health, planting location and depth, support structures and ties, as well as mulching and watering, with follow-up care including re-mulching, pruning, weeding, and inspection for pests or vandalism, and adjustment of stakes and ties. If a public shade tree has died, trees are replaced during follow up TreePeople tree care events.

Within project-adjointing neighborhoods, TreePeople will conduct no-cost take-home tree distributions accompanied by local conservation education workshops on urban forestry and tree care. These distribution events meet multiple community engagement objectives, building familiarity with local residents and business owners, bringing awareness to the project, providing environmental education, and allowing residents to build connectivity to the project by adopting trees for their homes and connecting private parcels to larger expanded City canopies. Residents receiving a tree are also required to complete a pledge form to maintain the tree, as well as to provide parcel details necessary for project reporting and mapping, in exchange for proprietary care workshop information and professional take-home instructions on proper tree planting and care, such as microclimate guidance and Google satellite imagery on placement and parcel logistics. This process also builds unity and valuable community capacity for participation in further City climate resilience initiatives.

Project Timeline

*Q1-Q2: Assess the state of the urban forest. This will consist of a citywide inventory update and incorporated canopy assessment.

Q3-Q4: Conduct community wide education and survey gathering, consisting of multiple workshops and materials development.

Q5-Q8: Develop UFMP. Council review and public feedback will be extensively integrated into this process.

Q9-Q10: Tree planting component implemented and concluded. Tree care to take place beyond, to ensure a three year maintenance period for trees.

*Quarters are numbered based on the beginning of the project. They are not indicative of an annual or fiscal quarter system.

Project Co-Benefits

Stormwater Reduction, Improved Water Quality, Improved Air Quality, Reduced Urban Heat Island Effects, Improved Urban Forest Management, Community Engagement with Planting and/or Maintenance, Climate Change Adaptation, Urban forestry job creation and job training, Job creation and/or training for residents of a priority population, disadvantaged, or low-income community or households., Project employs sub-contractors that are based within the disadvantaged or low-income communities being served., Long-term access to nature and natural shade, Increased environmental literacy, Food production, Staff training, Educational tools/media products, Wildlife habitat

Describe and/or quantify any co-benefits and describe how they will be achieved.

Quantifiable environmental co-benefits resulting from trees planted in this project will include stormwater capture, air quality improvement, and energy use reduction. Preliminary estimates indicate the following quantifiable co-benefits for City residents adjacent to project areas:

- PM2.5 emission reductions (lb) 163
- NOx emission reductions (lb) 3,017
- ROG emission reductions (lb) 48
- Energy Use Reductions (kWh) 819,437
- Energy Use Reductions (therms) 38,608

Additionally, this project presents numerous qualitative co-benefits for resident quality of life:

- Similar to many communities across this region, almost two-thirds of ground surfaces in Montebello are impermeable, encased in concrete or asphalt. University research has shown that this over-concretization can increase community violence across US cities. Counteracting this effect to increase mental health and wellbeing benefits of green infrastructure is important for Montebello, which sees a much higher rate of both violent and property crimes, as compared to other Greater Los Angeles metropolitan areas.
- As TreePeople tree plantings mature, these investments will contribute over time to reducing ambient outdoor temperatures during high heat months in the community, improving overall public health related to heat wave risk and hyperthermia.
- Greening will also promote active transportation through strategic canopy expansion – often unintentionally discouraged due to low canopy and limited related green infrastructure connectivity on pedestrian routes – creating safer routes of travel, beautification, and recreational opportunities.
- This project will support 4 full-time positions. Additional workforce opportunities will be supported throughout the grant period with the use of additional vendors, as well as urban forestry training for community volunteers. The implementation of proper short-term and long-term urban forest management plans will further create future employment opportunities in green jobs.
- City staff will be trained on urban forest management planning standards in accordance with industry-standard best practices, with the goal to advance their own professional development through relevant certifications, cementing green jobs pathways in the City.
- The development and active use of a formalized UFMP will strongly support ongoing management of the City's urban forest. Staff will better understand the health of trees and the way greenspace locations work together for climate resilience, in order to conduct better planning, budgeting, and maintenance of green infrastructure resources. Improved urban forest management through a formal plan and explicit guidelines will drive long-term health for the urban forest and community climate resilience overall.
- Inclusive bilingual educational materials will be created for community equity, and public all-ages educational events will be presented during the planning process and subsequent tree planting engagement activities, building community action.

Upload existing urban forest/tree protection system, if available.

Describe how your project will fulfill the Urban Forest Management Activities requirements of this grant type.

The City attests that this project will fulfill the Urban Forest Management Activities requirements of the grant program through the following project design as agreed between partners:

- The City of Montebello is an eligible applicant as defined by the grant guidelines.
- This project will include the completion of the City's tree inventory, creation of a new urban forest management plan, establishment of urban forestry-related policies, and performance of a LiDAR tree canopy mapping analysis.
- This project will create an urban forest protection system during the grant performance period, likely through a formal ordinance.
- The City will show proof of having an existing urban forester, arborist, or other qualified position responsible for urban forest resources or have such a professional retained under contract.
- The City will develop a UFMP in this project to include goals, best practices, standards, strategies, partnerships, staffing, operational structure and culture, training, and funding to optimize the long-term success of our urban forest.
- The City UFMP developed from this project will set an ambitious tree canopy goal much greater than the current baseline. This plan will also include specific methods for achieving our climate resilience goals across land uses and varying site factors.
- This grant will fund the completion of the City's tree inventory assessments, before developing a management plan.
- The City UFMP will be a long-term (approx. 50 years) document, not solely a maintenance plan, and will include a provision for periodic and other threshold reviews.
- The UFMP will be officially adopted by the City Council as a guiding policy document for urban forest activities in alignment with the general plan and other city regulations.
- This project will have authentic community engagement throughout the City planning and implementation process, with support from TreePeople. This process will include educational materials, workshops, surveying, volunteer opportunities, and other forms of direct resident communication and feedback as part of this project.
- City trees installed in this project will be selected as climate-appropriate and suited to micro-climates and community-identified benefits at each unique implementation site identified by tree canopy needs data.
- After an initial establishment care period facilitated by TreePeople, long-term care sustaining all project trees beyond the life of this grant will be transferred to City staff, as incorporated into ongoing regular maintenance and monitoring cycles.

Project Tree Information

Specific trees may in this project be subject to change (regarding similar species size and characteristics), based on nursery availability, as well as and community-identified feedback of management plan outcomes; however species types in this project are anticipated to include:

50 #15 Quercus agrifolia
50 #15 Pinus canariensis
50 #15 Lagerstroemia indica
50 #15 Cercis occidentalis
50 #15 Quercus ilex
50 #15 Arbutus 'Marina'
50 #15 Koelreuteria bipinnata
50 #15 Geijera parviflora
50 #15 Pistacia 'Red Push'
50 #15 Jacaranda mimosifolia
125 #5 Citrus limon
125 #5 Punica granatum

Total number of CAL FIRE funded trees to be planted through this project.

750

If your project includes a tree planting component, describe how you will care for the trees long-term.

TreePeople will provide initial establishment tree care following the installation of trees through the end of the grant period, as part of this project. TreePeople will implement routine maintenance cycles to provide tree care on a tapering schedule, which prioritizes the weeks following planting and the first several extreme heat periods. Standard tree care will consist of watering, mulching, pruning, and other site improvements as needed. Should any trees die, TreePeople will replace them per their tree planting agreement with the City. These maintenance cycles and activities are managed through TreePeople's GIS workflow software, which the organization uses to record data on every tree planted.

Following the end of the grant period, the City will take responsibility for long term tree care as related to this project, throughout the remaining years of project life and mature tree care. Beyond the initial period, tree care data will also be incorporated into the City's UFMP tree inventory system, to ensure all project-related green infrastructure will receive ongoing, routine maintenance procedures to sustain successful project outcomes. Additionally, through the improved policies produced by the UFMP, the City will have a fully-prepared future strategy to build on these urban forest assets, and care for the canopy beyond a typical grid-trim cycle.

For tree distributions, residents will be required to sign an agreement form committing to planting and maintaining their new tree. At the distribution event, TreePeople will provide residents with a tree planting and care tutorial and printed materials with information on how to plant/care for their tree. TreePeople will provide staff's contact information so residents can reach out via phone or email if they have any maintenance questions and concerns. Please reference the long-term tree care management plan document for additional information regarding commitments to post-grant maintenance

Upload existing long-term tree care management plan, if applicable.

CAL FIRE_Long Term Tree Maintenance Plan_Montebello (1).pdf

Upload site images. Provide 5-10 representative site photos.

Site images.pdf

Green House Gas (GHG) Methodology

If the project has a tree planting component, fill in the Green House Gas (GHG) calculated amounts below using the CARB CA Climate Investments Quantification Methodology as required in the grant guidelines and attach proof that the CARB methodology was followed. Use the

[CAL FIRE Benefits Calculator Tool](#)

to assist with calculations.

Estimated carbon stored (MT C02e)

2,355

Estimated avoided emissions (MT C02e)

392

Estimated project emissions (MT C02e)

137

Net GHG benefit (MT C02e). (5A + 5B) - 5C =

2,610

Describe the assumptions used to quantify GHG reductions using the CARB Quantification Methodology.

We followed the CARB Methodology for the CAL FIRE Urban and Community Forestry: Tree Planting using i-Tree Planting. Specifically, the California Air Resources Board Quantification Methodology for the Department of Forestry & Fire Protection (CAL FIRE) Urban and Community Forestry Program. We used the methodology for project type: Tree Planting using i-Tree Planting.

The i-Tree Planting Tool was used to quantify benefits with the following assumptions:

Locations: City of Montebello

Electricity Emission Factor: 227.9 kg

Fuel Emission Factor: 53.1 kg

Years of Project: 38

Tree Mortality: 0 for project lifetime.

1.5 DBH - DBH of a 15 gallon size tree & .75 DBH - DBH of a 5 gallon size tree.

Distance to Nearest Building(?) in feet: 20-39 as it is assumed these trees will be a mix of front yard, street, and park locations.

Trees are Northeast of buildings as an average. Final locations are TBD.

Vintage: Built 1950-1980 due to urban development in the area.

Climate Controls: Heat & A/C

Condition: Excellent

Exposure to Sunlight: Full Sun

During the grant period, GHG quantification will be representative of the exact tree planting information.

Upload proof that the CARB specified quantification methodology was followed.

CAL FIRE UCF GHG Calculations_Montebello (1).xlsx

Project Budget Information

All applicants must complete the Budget Worksheet and Budget Narratives in order for an application to be accepted. Please fill out the Budget Worksheet and Budget Narrative directly in eCivis.

See pages 49-55 of the IRA Grant Guidelines for detailed descriptions on Eligible Costs, Budget Worksheet and Narrative requirements.

Does your organization or agency have a Negotiated Indirect Cost Rate Agreement (NICRA) with the federal government?

No

Upload Negotiated Indirect Cost Rate Agreement, if applicable.

Does your organization anticipate requesting Advance Payments from CAL FIRE to implement the proposed project due to cash flow needs?

Yes

Certification and Forms

To access the following forms, go to the

[CAL FIRE Urban Forestry Website](#)

. All forms need to be uploaded as a PDF.

Does your organization currently have active registration at

[SAM.gov](#)

? If yes, please upload proof active status showing Unique Entity ID (UEI), and provide the expiration date. Active registration at SAM.gov will be required upon grant award and agreement, but applicants can upload proof of active status during application submission, if applicable. CAL FIRE recommends starting the registration or renewal process as soon as possible, as it can take 90+ days.

Upload proof of active status at SAM.gov

EntityInformation_20250102-080952.pdf

Fill in expiration date for active SAM.gov registration

Oct 9, 2025

Upload Payee Data Record form (STD. 204)

STD 204 Form.pdf

Upload Nondiscrimination Compliance Statement form (STD. 19)

Montebello STD 19.pdf

Upload A Drug-Free Workplace Certification form (STD. 21)

Montebello STD 21.pdf

Upload CAL FIRE's Environmental Checklist

CAL FIRE Enviro Checklist - Montebello UFMP.pdf

Upload Urban Forestry Grants Resolution

Montebello Resolution.pdf

Upload Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions (AD-1048)

Montebello Certification form.pdf

Certification of Party Responsible for Establishment Care - For any trees planted through this project, I certify that we will either provide or ensure commitment to tree maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices, and the standards outlined in the grant agreement and/or grant attachments with CAL FIRE.

Check here

Statement of Compliance with all Applicable Laws - I certify that we will abide by all applicable federal, state, and local laws, ordinances, regulations, and policies in carrying out this Federal and State-funded project. Failure to do so will lead to cancellation of the grant award.

Check here

Attestation:

I hereby attest and certify that the above and attached information is true and accurate. I am authorized to submit this application on behalf of my organization. I have read and understand the California Urban and Community Forestry Inflation Reduction Act 2024 Grant Guidelines.

Check here

Type Name as Signature:

Cesar Roldon

Title:

Director of Public Works

Did you complete the Budget Worksheet, Budget Narrative and Application Goals? Applications without a completed budget, narrative and goals will not be eligible for award. Please check each box acknowledging it has been completed. View pages 49-55 of the IRA Grant Guidelines for details on the Budget Worksheet Requirements.

Budget Worksheet, Budget Narrative, Application Goals

View Budget Worksheet

<https://portal.ecivis.com/peerBudget/E44ACDA0-6B27-447E-8F38-DAA66F630155>

View Application Goals

<https://portal.ecivis.com/peerGoals/E3F4C796-F3A7-4978-8F60-D396E5557D68>

of Reviews

5

of Denials

0

ATTACHMENT C

Project Budget

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: IRA Urban and Community Forestry 2024
Project Name/Title: Cesar Roldan
Org Name: City of Montebello
Stage: Pre-Award

Report Date: 06/13/2024
Requested By: Cesar Roldan
crolidan@montebelloca.gov

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type	CAL FIRE Comments	Admin Cost?
Salaries & Wages												
Salaries & Wages Total												
Employee Benefits												
Employee Benefits Total												
Contractual												
	Tree Inventory Update	field data collection per tree	10000	\$6.00	\$60,000.00	\$60,000.00	\$0.00		\$0.00	Direct Cost	Needs competitive bid & CAL FIRE approval	No
	Urban Forest Management Plan Engagement	lump sum	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00		\$0.00	Direct Cost	Fiatrate contracts require CAL FIRE prior approval	No
	Urban Forest Management Plan creation, drafting, and adoption	lump sum	1	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00		\$0.00	Direct Cost	Fiatrate contracts require CAL FIRE prior approval	No
	Tree planting	cost per tree	500	\$485.00	\$242,500.00	\$242,500.00	\$0.00		\$0.00	Direct Cost	Needs competitive bid & CAL FIRE approval	No
	Long term tree care	cost per tree	500	\$720.00	\$360,000.00	\$360,000.00	\$0.00		\$0.00	Direct Cost	Needs competitive bid & CAL FIRE approval	No
	Tree Distribution	cost per tree	250	\$180.00	\$45,000.00	\$45,000.00	\$0.00		\$0.00	Direct Cost		
Contractual Total			11252	\$71,391.00	\$777,500.00	\$777,500.00	\$0.00		\$0.00			
Supplies												
Supplies Total												
Travel & Per Diem												
Travel & Per Diem Total												
Other Costs												
Other Costs Total												
Indirect Cost												
Indirect Cost Total												
Other												
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type		
Other	Montebello volunteers	Hours	1600	\$37.32	\$59,712.00	\$0.00	\$0.00		\$59,712.00	Cost Share		
Other Total			6	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
Total Award					Extended Cost	Direct Costs	Indirect Costs	Total CAL FIRE Award	Cost Share	Reallocate	Admin Cost %	Admin Costs
Revised Budget Totals					\$ 777,500.00	\$ 777,500.00	\$ -	\$ 777,500.00	\$ -	\$ -	0%	\$ -
Original Budget Totals					\$ 837,212.00	\$ 777,500.00	\$ -	\$ 777,500.00	\$ 59,712.00			
							Indirect Rate					
							0.00%					

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: IRA Urban and Community Forestry 2024
Project Name/Title: Cesar Roldan
Org Name: City of Montebello
Stage: Pre-Award

Report Date: 06/13/2024
Requested By: Cesar Roldan
croldan@montebellocal.ca.gov

Narrative

PERSONNEL: COST SHARE
The City is not requesting funding for staff time. The City is committing to in-kind volunteer hours from community members and volunteers at a rate of \$37.32 for 1,600 volunteer hours, totaling \$59,712 of in-kind support.

CONTRACTUAL COSTS: \$777,500*
Tree Inventory Analysis: Contractor to complete a tree inventory through field data collection. Contractor will inventory tree planting and vacant sites with all required attributes. The City plans for this contractor at a rate of 10,000 x \$6.00 = \$60,000.00

Urban Forest Management Plan Engagement: Contractor to complete community engagement and outreach for resident and stakeholder feedback in the UFMP through surveys, workshops (5), and tabling at community events. The City plans for this contractor to total \$15,000.00 in costs.

Urban Forest Management Plan: Contractor to implement the development, creation, drafting, and adoption of all components for the UFMP including its various phases of planning, drafting, meeting, revising, and adoption by Council. The City plans to identify this contractor through a bid or information gathering process, at a lump sum rate of \$55,000.00

Tree Planting: Contractor to implement tree planting program. The cost per tree is inclusive of stock, supplies, labor, and other costs for project planning and implementation through volunteer efforts. This will include canvassing and identifying locations where community members want trees. The City plans for this contractor to be at a rate of 500 x \$485.00 = \$242,500.00

Tree Care: Contractor to implement tree care for the duration of the grant (approx 1.5 years) including routine site visits, watering, restaking, re-mulching, and replanting. The City plans for this contractor to be at a rate of 500/tree x \$720.00 = \$360,000.00

Tree Distributions: Fruit and/or shade tree distributions for community members. The price per tree is inclusive of stock, supplies, and labor to coordinate distribution events to residents. The City plans for this contractor to be at a rate of 250 x \$180.00 = \$45,000.00

*Supplies, travel and other related expenses have been included into the unit rates of the contractors supporting the City to complete the project.

The City anticipates utilizing 3-5 contractors to support the completion of the project.

No indirect or administrative costs will be charged to this CAL FIRE grant.

City of Montebello IRA UCF Grant Agreement 8FG23407

Final Audit Report

2025-01-28

Created:	2025-01-28
By:	Samantha Leyva (SLeyva@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAc5Cq8WDn2yolZxt7ISXTiNSha8-kPi5R

"City of Montebello IRA UCF Grant Agreement 8FG23407" History

-  Document created by Samantha Leyva (SLeyva@montebelloca.gov)
2025-01-28 - 0:59:55 AM GMT
-  Document emailed to ralvarez@montebelloca.gov for signature
2025-01-28 - 1:01:56 AM GMT
-  Email viewed by ralvarez@montebelloca.gov
2025-01-28 - 1:02:33 AM GMT
-  Signer ralvarez@montebelloca.gov entered name at signing as Raul Alvarez
2025-01-28 - 6:02:58 PM GMT
-  Document e-signed by Raul Alvarez (ralvarez@montebelloca.gov)
Signature Date: 2025-01-28 - 6:03:00 PM GMT - Time Source: server
-  Agreement completed.
2025-01-28 - 6:03:00 PM GMT

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provided in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider."

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with Civil Rights laws. The USDA will receive, investigate, and adjudicate claims alleging violation of Civil Rights laws by recipients of USDA assistance.

What Federal Civil Rights laws must you follow to ensure compliance?

U.S. Code	Statute	Prohibits Discrimination on the Basis of:
(42 U.S.C. 2000d–2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or National Origin (including LEP)
(20 U.S.C. 1681–1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

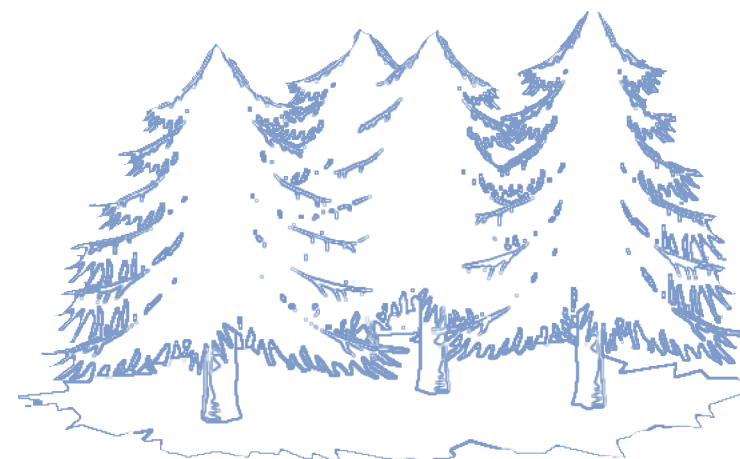
USDA is an equal opportunity provider, employer, and lender.



Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service



“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”

— President John F. Kennedy, in his 1963 message calling for the enactment of Title VI of the Civil Rights Act



Who is required to comply with Federal Civil Rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture(USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal Civil Rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

Recipients include:

- Any individual receiving Federal funding or assistance
- A State or local government

- American Indian or Alaska Native individual, tribe, corporation, or organization
- Any public or private agency, institution, or organization (e.g., *university, college, or nonprofit*)

What are your responsibilities for complying with Federal Civil Rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal Civil Rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with Civil Rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the “And Justice for All” U.S. Department of Agriculture poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project, a statement of affiliation with the Forest Service, e.g., “This publication made possible through a grant from the USDA Forest Service.” OR “This research was conducted in cooperation with the USDA Forest Service.” OR “This research was funded by a grant from the USDA Forest Service.”
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with Limited English Proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.
- Identifying a person to be responsible for ensuring your program is in compliance with Civil Rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their Civil Rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including the following statement about nondiscrimination and how to file a complaint in your publications and outreach materials:

“In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.



United States Department of Agriculture

ATTACHMENT D

AND JUSTICE FOR ALL

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at **(202) 720-2600** (voice and TTY) or contact USDA through the Federal Relay Service at **(800) 877-8339**. Additionally, program information is available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call **(866) 632-9992**. Submit your completed form or letter to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

fax:
(202) 690-7442; or

email:
program.intake@usda.gov.

This institution is an equal opportunity provider.

Conforme a las leyes federales y a los derechos civiles, reglamentos y políticas del Departamento de Agricultura de los Estados Unidos (U.S. Department of Agriculture, USDA), se prohíbe a esta institución discriminar por motivo de raza, color, nacionalidad, sexo, edad, discapacidad y reprimir o tomar represalias por actividades realizadas en el pasado relacionadas con los derechos civiles. (No todos los principios de prohibición se aplican a todos los programas).

Las personas discapacitadas que requieran medios alternos para que se les comunique la información de un programa (por ejemplo, braille, letra agrandada, grabación de audio, lenguaje de señas estadounidense, etc.) deberán comunicarse con la agencia estatal o local responsable de administrar el programa o el TARGET Center del USDA al **(202) 720-2600** (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al **(800) 877-8339**. La información del programa también está disponible en otros idiomas además del inglés.

Para presentar una queja por alegada discriminación, complete el formulario de quejas por discriminación del programa del USDA, AD-3027, que podrá encontrar en línea en http://www.ocio.usda.gov/sites/default/files/docs/2012/Spanish_Form_508_Compliant_6_8_12_0.pdf o en cualquier oficina del USDA o escriba una carta dirigida al USDA que incluya toda la información solicitada en el formulario. Para solicitar una copia del formulario de presentación de quejas, comuníquese al **(866) 632-9992**. Envíe su formulario o carta completos al USDA por

correo:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

fax:
(202) 690-7442; o

correo electrónico:
program.intake@usda.gov.

Esta institución ofrece igualdad de oportunidades.



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: AWARD AGREEMENT NO. 4377 TO J&A ENGINEERING CORPORATION FOR THE RIO HONDO COASTAL SPREADING GROUNDS FENCE REPLACEMENT PROJECT (CP 884)

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4377 to J&A Engineering Corporation for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884) as the most responsive, responsible bidder in the amount of \$1,045,500, which includes the Base Bid and Alternate Bid Schedule A, payable from Account No. 254-30-300-6040.10 (Rio Hondo Improvement – State Parks, Public Works, Public Works Administration, Contract Services Outside Contracts) and 200-99-7116 (Gas Tax, Non-Departmental, Improvements Other Than Building); and
2. Approve a construction contingency in the amount of \$189,500 payable from Account No. 200-99-7116 (Gas Tax, Non-Departmental, Improvements Other Than Building); and
3. Authorize the City Clerk's Office to release all-other bidders' bonds; and
4. Authorize the City Manager to execute the agreement and all change orders in good faith; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding the agreement to J&A Engineering Corporation as the most responsive and responsible bidder in the amount of \$1,045,500 which includes the Base Bid and Alternate Bid Schedule A. Funding for this project is from the \$935,000 grant award from Senator Bob Archuleta's office (Account No. 254-30-300-6040.10, Rio Hondo

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Improvement – State Parks, Public Works, Public Works Administration, Contract Services Outside Contracts) and \$110,500 from the Gas Tax Fund (Account No. 200-99-7116, Gas Tax, Non-Departmental, Improvements Other Than Building).

Additionally, a construction contingency in the amount of \$189,500 is requested, payable from Account No. 200-99-7116 (Gas Tax, Non-Departmental, Improvements Other Than Building), to cover any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost, bringing the total contract amount to \$1,235,000.

The adopted Capital Improvement Program (CIP) budget for Fiscal Year 2025-26 includes \$300,000 in Gas Tax (Fund 200) appropriations for this project. Furthermore, the \$935,000 received from the State of California for this project was appropriated at the June 25, 2025, City Council meeting. This funding will be carried over as part of the CIP carry-over action presented to City Council at a meeting in October. Therefore, no budget amendments are needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

On June 25, 2025, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884). The focal point of the project includes replacement of chain link fencing along the Rio Hondo Coastal Spreading Grounds on Bluff Road between Sycamore Street and Mines Avenue. Several reasons for the replacement of the fence were that the fence was dilapidated and not serving its intended purpose of securing the public right of way. The project proposes the replacement of the existing fence with a wrought iron fence that will result in aesthetic and safety improvements in the community.

The NIB was published on June 26, 2025, in a newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on July 23, 2025. The following is the tabulation based on the order of when the bids were received:

Base Bid Schedule: Bluff Road from Sycamore Avenue to Washington Boulevard

	Contractors	Total
1	J & A Engineering Corp.	\$863,000.00
2	Voltaire Engineering	\$888,400.00
3	Red Hawk Services, Inc	\$890,570.00
4	Estate Design & Construction, Inc.	\$895,700.00
5	Bedrock Group, Inc.	\$987,000.00
6	Quality Fence Company, Inc.	\$988,400.00
7	Dash Construction	\$1,412,000.00
8	Izurietta Fence Company, Inc.	\$1,495,000.00

Alternate Bid Schedule A: Bluff Road from Washington Boulevard to 800 Feet North of Washington Boulevard

	Contractors	Total
1	J & A Engineering Corp.	\$182,500.00
2	Voltaire Engineering	\$164,000.00
3	Red Hawk Services, Inc	\$156,008.00
4	Estate Design & Construction, Inc.	\$170,183.00
5	Bedrock Group, Inc.	\$256,000.00
6	Quality Fence Company, Inc.	\$216,900.00
7	Dash Construction	\$292,000.00
8	Izurieta Fence Company, Inc.	\$446,600.00

The contract specifications stipulated that the contract would be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE." The Bid Alternative Schedule would only be completed in conjunction with the base bid if directed by the City for the portion of installing fencing on Bluff Road from Washington Boulevard to 800 feet north of Washington Boulevard.

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Based on the review, staff's recommendation is to award J & A Engineering Corporation the agreement (Attachment A) as the most responsive, responsible bidder and include both the Base Bid and Alternate Bid Schedule A. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council award a construction agreement to J & A Engineering Corporation for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project (CP 884) for \$1,045,500 payable from Account No. 254-30-300-6040.10 (Rio Hondo Improvement – State Parks, Public Works, Public Works Administration, Contract Services Outside Contracts) and 200-99-7116 (Gas Tax, Non-Departmental, Improvements Other Than Building). Additionally, staff is requesting \$189,500 in construction contingency in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost, payable from Account No. 200-99-7116 (Gas Tax, Non-Departmental, Improvements Other Than Building) - bringing the total project amount to \$1,235,000. The recommended actions include City

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Council authorizing the City Clerk's Office to release all-other bidders' bonds; and authorizing the City Manager to execute the contract and all change orders in good faith.

ATTACHMENT(S)

1. Attachment A - Professional Services Agreement No. 4377 with J & A Engineering Corp
2. Attachment B - Bid Results

**CONSTRUCTION CONTRACT AGREEMENT NO. 4377
WITH J&A ENGINEERING CORPORATION**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on August 13, 2025, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and J&A ENGINEERING CORPORATION., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before July 23, 2025 published on June 26, 2025, for the work on the Rio Hondo Coastal Spreading Grounds Fence Replacement Project, CP No. 884 ("PROJECT").

WHEREAS, on August 13, 2025, 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:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the 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 and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices
3. Standard drawings
4. Details

STANDARD PUBLIC WORKS AGREEMENT NO. 4377

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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

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

- a. This Agreement shall expire on June 30, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **One Million Forty-Five Thousand Five Hundred Dollars (\$1,045,500)**, 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.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 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

Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify

STANDARD PUBLIC WORKS AGREEMENT NO. 4377

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and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **One Hundred (100)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the

parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

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. 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.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §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 SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

STANDARD PUBLIC WORKS AGREEMENT NO. 4377

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a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

- a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the 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."

SECTION 12. INSURANCE REQUIREMENTS

- a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.
- b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and

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shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of \$375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession

belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees

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or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

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

To the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: RAlvarez@montebelloc.gov

With copy to: City of Montebello – Department of Public Works
Attn: Cesar Roldan, Public Works Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1462
Email: CRoldan@montebelloc.gov

To CONTRACTOR: J&A ENGINEERING CORP
Attn: Miguel Miranda, President
Address: 824 N. Todd Avenue
Azusa, CA 91702
(626) 334-3209
Email: admin@jnafence.com

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

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned,

conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

STANDARD PUBLIC WORKS AGREEMENT NO. 4377

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO
("CITY")

J&A ENGINEERING CORP
("CONTRACTOR")

By: _____
Raul Alvarez, City Manager

By: _____
Name: Miguel Miranda, President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Contractor's Proposal

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

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

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

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

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

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

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that

CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. Additional Insureds.

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

5. Notice of Cancellation.

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Subrogation.

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the City of Montebello under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

11. Evidence of Insurance and Claims.

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

EXHIBIT "B"
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 Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Oblige, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, 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 SUB-CONTRACTORS shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, 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 Agreement 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

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (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 SUB-CONTRACTORS, 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 Agreement, 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 SUB-CONTRACTORS, 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 agreed 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 Agreement, 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 SUB-CONTRACTORS 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 Agreement, 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 Agreement, 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 Agreement 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--

EXHIBIT “D”
Contractor’s Proposal

PROPOSAL

FOR

CP-884 Rio Hondo Coastal Spreading Grounds Fence Replacement Project

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

CP-884 Rio Hondo Coastal Spreading Grounds Fence Replacement Project

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

**BLUFF ROAD FROM SYCAMORE AVENUE TO
WASHINGTON BOULEVARD**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	PROJECT INFORMATION SIGNS	2	EA	\$ 1,500.00	\$ 3,000.00
2	TRAFFIC CONTROL AND STAGE CONSTRUCTION	1	LS	\$10,000.00	\$10,000.00
3	CLEAR & GRUBBING & REMOVAL OF SHRUBS	1	LS	\$50,000.00	\$50,000.00
4	CHAIN LINK FENCE REMOVAL	4,000	LF	\$ 10.00	\$40,000.00
5	FABRICATE AND INSTALL FENCE	4,000	LF	\$ 190.00	\$760,000.00

Total: **\$863,000.00**

TOTAL AMOUNT BID IN WORDS _____

Eight Hundred Sixty Three Thousand and 00/100

_____ Dollars

Miguel Miranda
Bidder's Signature

Owner
Title

J & A Engineering Corp. dba J & A Fence
Company Name

ALTERNATE BID SCHEDULE - A

**BLUFF ROAD FROM WASHINGTON BOULEVARD TO
800 FEET NORTH OF WASHINGTON BOULEVARD**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	LEFT BLANK (INTENTIONALLY)	0	0		
2	TRAFFIC CONTROL AND STAGE CONSTRUCTION	1	LS	\$ 2,500.00	\$ 2,500.00
2	CLEAR & GRUBBING & REMOVAL OF SHRUBS	1	LS	\$20,000.00	\$20,000.00
4	CHAIN LINK FENCE REMOVAL	800	LF	\$ 10.00	\$8,000.00
5	FABRICATE AND INSTALL FENCE	800	LF	\$190.00	\$152,000.00

Total: \$182,500.00

TOTAL AMOUNT BID IN WORDS _____

One Hundred Eighty Two Thousand Five Hundred and 00/100

Dollars

Miguel Miranda

Bidder's Signature

owner

Title

J & A Engineering Corp. dba J & A Fence

Company Name

ALTERNATE BID SCHEDULE - B

**BLUFF ROAD FROM 800 FEET NORTH OF WASHINGTON BOULEVARD TO
BEACH STREET**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	LEFT BLANK (INTENTIONALLY)	0	0		
2	TRAFFIC CONTROL AND STAGE CONSTRUCTION	1	LS	\$ 2,500.00	\$ 2,500.00
3	CLEAR & GRUBBING & REMOVAL OF SHRUBS	1	LS	\$10,000.00	\$ 10,000.00
4	CHAIN LINK FENCE REMOVAL	850	LF	\$10.00	\$ 8,500.00
5	FABRICATE AND INSTALL FENCE	850	LF	\$190.00	\$161,500.00

C-3

Total: \$182,500.00

TOTAL AMOUNT BID IN WORDS _____

One Hundred Eighty Two Thousand Five Hundred and 00/100

Dollars

Miguel Miranda
Bidder's Signature

owner
Title

J & A Engineering Corp. dba J & A Fence
Company Name

ALTERNATE BID SCHEDULE - C

BLUFF ROAD FROM BEACH STREET

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	LEFT BLANK (INTENTIONALLY)	0	0		
2	TRAFFIC CONTROL AND STAGE CONSTRUCTION	1	LS	\$2,500.00	\$ 2,500.00
3	CLEAR & GRUBBING & REMOVAL OF SHRUBS	1	LS	\$40,000.00	\$ 40,000.00
4	CHAIN LINK FENCE REMOVAL	1,700	LF	\$10.00	\$ 17,000.00
5	FABRICATE AND INSTALL FENCE	1,700	LF	\$190.00	\$323,000.00
Total:					\$382,500.00

TOTAL AMOUNT BID IN WORDS _____

Three Hundred Eighty Two Thousand Five Hundred and 00/100

Dollars

Miguel Miranda
Bidder's Signature

president
Title

J & A Engineering Corp. dba J & A Fence
Company Name

Contract agreement will be executed based on the base bid (lowest, most responsive, and responsible bid) and not alternate schedules A, B, or C. Alternate schedules A, B and/or C will be included if funding suffices. Bid schedules A, B or C may be chosen in different orders to complete, i.e. City may choose bid schedule B only.

C-3

RECEIPT OF ADDENDUM NO(S). , , IS/ARE HEREBY ACKNOWLEDGED.

Miguel Miranda 7/23/25

Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification. This bid is based upon completing the work in one hundred sixty (100) working days from the date of the Notice to Proceed.

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the "Notice to Proceed with Construction".

Enclosed is a Bidder's Bond, Certified Check or Cashier's Check number _____ on

the Bid Bond (10%) 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 Miguel Miranda TEL NO. (626) 334-3209

BUSINESS ADDRESS 824 N. Todd Avenue, Azusa, CA 91702

CONTRACTOR'S LICENSE

NUMBER & EXPIRATION DATE Lic. No. 913941 Exp. 4/30/26

TYPE OF LICENSE General Contractor (A) and Fencing (C-13)

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

Miguel Miranda, Dated this 23rd day of July, 2025
CONTRACTOR'S SIGNATURE

SURETY COMPANY'S American Contractors Indemnity Company
NAME

801 South Figueroa Street, Suite #700.
ADDRESS

Los Angeles, CA 90017
CITY STATE / ZIP CODE

C-4

(800) 486-6695 ()

Misuel Miranda president
Bidder's Signature Title

J & A Engineering Corp. dba J & A Fence
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:

**PORTION OF WORK,
MATERIALS, OR EQUIPMENT**

10' X 6' H. American Wire Anti-Climb Fence Panels

8'-10" H. Posts

Tel. (909) 884-9990

Page 107 of 1585

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. Whittier Union HS District 9401 Painter Ave., Whittier, CA 90605
Name and Address of Agency

Matt Martin - T. (562) 698-8121
Name and telephone number of person familiar with project

<u>\$1,549,500.00</u>	<u>Installation of Chain Link Fence</u> <u>Wrought Iron Fence, and Gates</u>	<u>09/2023</u>
Contract amount	Type of work	Date completed
2. Little Lake City School District 10515 Pioneer Blvd., Santa Fe Springs, CA
Name and Address of Agency

Jaime Velazquez - T. (909) 276-1076
Name and telephone number of person familiar with project

<u>\$750,800.00</u>	<u>Installation of Chain Link Fencing, Gates and Handrails</u>	<u>04/2023</u>
Contract amount	Type of work	Date completed
3. Garden Grove Unified School District 10331 Stanford Ave., Garden Grove, CA 92840
Name and Address of Agency

PM - John Swift - T. (714) 663-6442
Name and telephone number of person familiar with project

<u>\$639,350.00</u>	<u>Installation of Chain Link Fencing, Wrought Iron Fence, and Gates.</u>	<u>01/2025</u>
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:

Vazquez Prado Insurance Services
18100 Von Karman Ave, Suite #890, Irvine, CA 92612 - T. (949) 536-5602
American Contractors Indemnity Company
801 South Figueroa Street, Suite #700, Los Angeles, CA 90017 - T. (800) 486-6695

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.

Name: Miguel Miranda

Title: President, Secretary and Treasurer

Signature: Miguel Miranda

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name J & A Engineering Corp. dba J & A Fence

Business Address: 824 N. Todd Avenue, Azusa, CA 91702

Telephone (626) 334-3209

State Contractor's License No. and Class: Lic. No: 913941 Class: A, B, and C-13

Original Date Issued April 14, 2008 Expiration Date April 30, 2026

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:

Miguel Miranda - President, Secretary, and Treasurer

13646 Lomitas Ave., La Puente, CA 91746 T. (626) 705-7521

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

N/A

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

J & A Fence

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 23rd day of July, 2025.

BIDDER J & A Engineering Corp. dba J & A Fence

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

Rodrigo Barrios
Signature of Contractor's Representative

Rodrigo Barrios
Printed Name

Project Manager
Title

Subscribed and sworn to this 22nd day of July, 2025.

NOTARY PUBLIC Christina M. Carreon



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.

BOND NO. 11-838-150

PROPOSAL GUARANTEE
BID BOND

FOR

CP-884 Rio Hondo Coastal Spreading Grounds Fence Replacement Project

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that J & A Engineering Corp. dba J & A Fence
_____, as BIDDER, and U.S. Specialty
Insurance Company _____, as SURETY, are held and firmly
bound unto the City of Montebello, as AGENCY, in the penal sum of ten percent of the amount
bid in _____
_____ dollars (10%), 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
23rd day of July, 2025.

BIDDER* J & A Engineering Corp. dba J & A Fence 824 N Todd Avenue
Azusa, CA 91702
Miguel Miranda 626-705-7521

SURETY* U.S. Specialty Insurance Company 801 South Figueroa Street #700
Los Angeles, CA 90017
Blake A. Pfister Surety: 800-486-6695
Blake A. Pfister, Attorney-in-Fact Agent: 949-248-1543

Subscribed and sworn to this 23rd day of July, 2025.

NOTARY PUBLIC _____ see attached acknowledgment

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

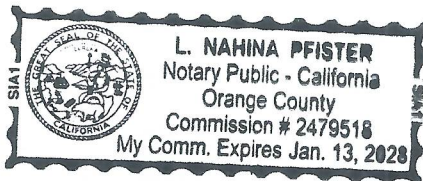
County of Orange

On July 17, 2025 before me, L. Nahina Pfister, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister

Name(s) of Signer(s)

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

[Handwritten Signature]
 Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-838-150

Document Date: July 23, 2025

Number of Pages: 1

Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: U.S. Specialty Insurance Company

Signer's Name: -----

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (***\$5,000,000.00***).

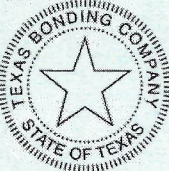
This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____

Daniel P. Aguilar, Vice President

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 Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____

D. Littlefield

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of July, 2025.

Bond No. 11-838-150

Agency No. 3074



Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

CP-884 Rio Hondo Coastal Spreading Grounds Fence Replacement Project

IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes _____

No ☒ _____

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

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

CP-884 Rio Hondo Coastal Spreading Grounds Fence Replacement Project

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____

10 % of Bid Amount

_____ Dollars

(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Miguel Miranda Miguel Miranda

J & A Engineering Corp. dba J & A Fence
Bidder



824 N. Todd Ave., Azusa, CA 91702
T. (626) 334-3209 * E. admin@jnafence.com

To Whom It May Concern:

Re: Equal Employment Opportunity Policy

J & A Engineering Corp. is an Equal Employment Opportunity company. We support EEO and encourage our staff to do it. Our company employs any individual regardless of their color, ethnicity, religion, gender, disability, etc. J & A Engineering is against any discrimination on any human being.

Sincerely,

Miguel Miranda

Miguel Miranda, Owner

ADDENDUM NO. 1

Rio Hondo Coastal Spreading Grounds Fence Replacement Project

CP 884

July 10, 2025

*Acknowledged
7/10/25
michel miran*

This notice comprises Addendum No. 1 to City of Montebello CP No. 884. This addendum provides the questions submitted by vendors and responses provided by the City.

Question 1. Can the city please provide a site plan showing the fence locations?

Response- City will place the fence between 2 feet and 4 feet (depending on the trees) from the face of curb. Utilize the existing fence as a guide. New fence will not be located further from the face of curb of the existing chain link fence.

Question 2. Would the City consider using Beta Fence Securifor 4D fence panel system?

Response- This fence chosen is sturdier and more vandal resistant.

Question 3. What's the engineer's estimate for this project please?

Response- Available funding is \$935,000

Question 4. There are multiple access gates in the existing fence line, do we replace those gates? If yes, please provide drawing details and dimensions.

Response- The gates are private and not part of this project.

Question 5. Alt "C" is described as "Bluff Road from Beach Street" but does not give an ending point, is it supposed to end at "W Mines Ave"? Please confirm.

Response- Yes, "W Mines Ave."

Question 6. Please provide a manufacturer for this panel, the manufacture we use can only do 1/2" x 1/2" mesh in 11ga. Typically most anti-climb mesh panels are .5" x 3"

Response-



American Wire, Inc.

Wire Mesh Partition Manufacturing

Office: [\(909\) 884-9990](tel:9098849990) / Fax: [\(909\) 884-9022](tel:9098849022)

Email: info@americanwire.net Web: www.americanwirecorp.com

Address: [784 S. Lugo Ave, San Bernardino, CA 92408](https://www.google.com/maps/place/784+S.+Lugo+Ave,+San+Bernardino,+CA+92408)

Question 7. Please provide the engineer's estimate amount for the project and the date of the estimate prepared.

Response- Available funding is \$935,000

Question 8. Is there any gate expected to be in this project? If yes, please provide detail.

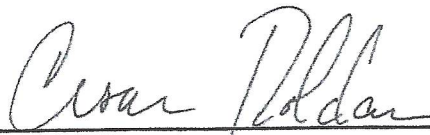
Response- The gates are private and not part of this project.

Question 9. Please clarify what "welded double mesh" means (pg. 91 /141) and provide a drawing the side of the panel

Response- Weld the double mesh (back-to-back) on both sides for structural support and to improve against vandalism. Do not have additional drawings.

Question 10. I wanted to verify the License requirements of this bid. As it is primarily fencing, can a 13 and or B a sufficient license requirement.

Response- An A, B, or C-13 license is acceptable.



Cesar Roldan
Director of Public Works



Base Bid Schedule: Bluff Road from Sycamore Avenue to Washington Boulevard																			
Item No.	Item Description	Qty.	Unit	J&A Engineering Corp Unit Price	J&A Engineering Corp Total	Voltaire Engineering Unit Price	Voltaire Engineering Total	Red Hawk Services Inc Unit Price	Red Hawk Services Inc Total	Estate Design and Construction Inc Unit Price	Estate Design and Construction Inc Total	Bedrock Group Inc Unit Price	Bedrock Group Inc Total	Quality Fence Company Inc Unit Price	Quality Fence Company Inc Total	Dash Construction Unit Price	Dash Construction Total	Izurietta Fence Company Inc Unit Price	Izurietta Fence Company Inc Total
1	PROJECT INFORMATION SIGNS	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,200.00	\$ 2,400.00	\$ 2,679.00	\$ 5,358.00	\$ 22,392.50	\$ 44,785.00	\$ 2,000.00	\$ 4,000.00	\$ 1,700.00	\$ 3,400.00	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00
2	TRAFFIC CONTROL AND STAGE CONSTRUCTION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 66,052.00	\$ 66,052.00	\$ 71,345.00	\$ 71,345.00	\$ 25,000.00	\$ 25,000.00	\$ 80,000.00	\$ 80,000.00	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00	\$ 60,000.00
3	CLEAR & GRUBBING & REMOVAL OF SHRUBS	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 28,400.00	\$ 28,400.00	\$ 89,570.00	\$ 89,570.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 250,000.00	\$ 250,000.00
4	CHAIN LINK FENCE REMOVAL	4000	LF	\$ 10.00	\$ 40,000.00	\$ 4.00	\$ 16,000.00	\$ 8.26	\$ 33,040.00	\$ 25.00	\$ 100,000.00	\$ 10.00	\$ 40,000.00	\$ 7.50	\$ 30,000.00	\$ 60.00	\$ 240,000.00	\$ 20.00	\$ 80,000.00
5	FABRICATE AND INSTALL FENCE	4000	LF	\$ 190.00	\$ 760,000.00	\$ 205.00	\$ 820,000.00	\$ 189.43	\$ 757,720.00	\$ 147.50	\$ 590,000.00	\$ 224.50	\$ 898,000.00	\$ 215.00	\$ 860,000.00	\$ 280.00	\$ 1,120,000.00	\$ 275.00	\$ 1,100,000.00
					\$ 863,000.00		\$ 888,400.00		\$ 890,570.00		\$ 895,700.00		\$ 987,000.00		\$ 988,400.00		\$ 1,412,000.00		\$ 1,495,000.00

Alternate Bid Schedule A: Bluff Road from Washington Boulevard to 800 Feet North of Washington Boulevard																			
Item No.	Item Description	Qty.	Unit	J&A Engineering Corp Unit Price	J&A Engineering Corp Total	Voltaire Engineering Unit Price	Voltaire Engineering Total	Red Hawk Services Inc Unit Price	Red Hawk Services Inc Total	Estate Design and Construction Inc Unit Price	Estate Design and Construction Inc Total	Bedrock Group Inc Unit Price	Bedrock Group Inc Total	Quality Fence Company Inc Unit Price	Quality Fence Company Inc Total	Dash Construction Unit Price	Dash Construction Total	Izurietta Fence Company Inc Unit Price	Izurietta Fence Company Inc Total
1	Left Blank (Intentionally)	0	0																
2	TRAFFIC CONTROL AND STAGE CONSTRUCTION	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 15,516.00	\$ 15,516.00	\$ 14,269.00	\$ 14,269.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00
3	CLEAR & GRUBBING & REMOVAL OF SHRUBS	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,680.00	\$ 23,680.00	\$ 17,914.00	\$ 17,914.00	\$ 10,000.00	\$ 10,000.00	\$ 6,900.00	\$ 6,900.00	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00	\$ 60,000.00
4	CHAIN LINK FENCE REMOVAL	800	LF	\$ 10.00	\$ 8,000.00	\$ 4.00	\$ 3,200.00	\$ 13.41	\$ 10,728.00	\$ 25.00	\$ 20,000.00	\$ 15.00	\$ 12,000.00	\$ 10.00	\$ 8,000.00	\$ 60.00	\$ 48,000.00	\$ 20.00	\$ 16,000.00
5	FABRICATE AND INSTALL FENCE	800	LF	\$ 190.00	\$ 152,000.00	\$ 205.00	\$ 164,000.00	\$ 195.01	\$ 156,008.00	\$ 147.50	\$ 118,000.00	\$ 280.00	\$ 224,000.00	\$ 215.00	\$ 172,000.00	\$ 280.00	\$ 224,000.00	\$ 407.00	\$ 325,600.00
					\$ 182,500.00		\$ 292,200.00		\$ 285,932.00		\$ 178,183.00		\$ 256,000.00		\$ 216,900.00		\$ 292,000.00		\$ 446,600.00
Total					\$ 1,045,500.00		\$ 1,090,600.00		\$ 1,096,502.00		\$ 1,065,883.00		\$ 1,243,000.00		\$ 1,205,300.00		\$ 1,704,000.00		\$ 1,941,600.00



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: AUTHORIZATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CONSTRUCTION OF THE TRAFFIC SIGNAL AT WHITTIER BOULEVARD & 6TH STREET (CP 926) AND PROCEED WITH BID ADVERTISEMENT

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans, specifications and engineer's estimate for CP-926, Traffic Signal at Whittier Boulevard and 6th Street; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of this action will allow staff to proceed with the bidding of this capital project per applicable Public Contract Code and the City of Montebello's Municipal Code. As soon as staff evaluate all bids, a recommendation will be made at a future City Council meeting and include a well-defined structured budget.

BACKGROUND/DISCUSSION:

The City' Planning Commission and City Council approved a mixed-use, 132-unit project with one three-story and two four-story buildings on a 1.5-acre site along the southern portion of Whittier Boulevard between 5th and 6th streets and along half of the eastern

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

Page 2 of 3

side of 6th Street between Whittier Boulevard and Los Angeles Avenue. As a condition of approval, the addition of a signalized intersection at Whittier Boulevard and 6th Street is required.

The final construction plans and specifications are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement policies and applicable 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 is consistent with Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code 3.20.110 - Bidding procedure prescribed.

With City Council's approval, staff will advertise the project for bid in a local newspaper of general circulation and upload the Notice Inviting Bid (NIB) to PlanetBids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
Bidding Period	August 15, 2025 – September 10, 2025
Questions or Request for Information	August 28, 2025 at 12:00 p.m.
Response to Questions	September 2, 2025 at 5:00 p.m.
Bid Opening	September 10, 2025 at 11:00 a.m.
Tentative Award of Contract	October 8, 2025 at 11:00 a.m.
Commence Construction	October 27, 2025
Complete Construction	August 3, 2026
Close out Project	September 2026

ENVIRONMENTAL:

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption. Section 15301 (Class 1) exempts from CEQA minor alterations to existing facilities, such as a proposed traffic signal installation, which is categorically exempt under CEQA section 15301(c). The application of this categorical exemption is not barred by any of the exceptions set forth in section 15300.2. The project is not expected to have any significant impact with regards to traffic, noise, air quality, or water quality (Attachment C).

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

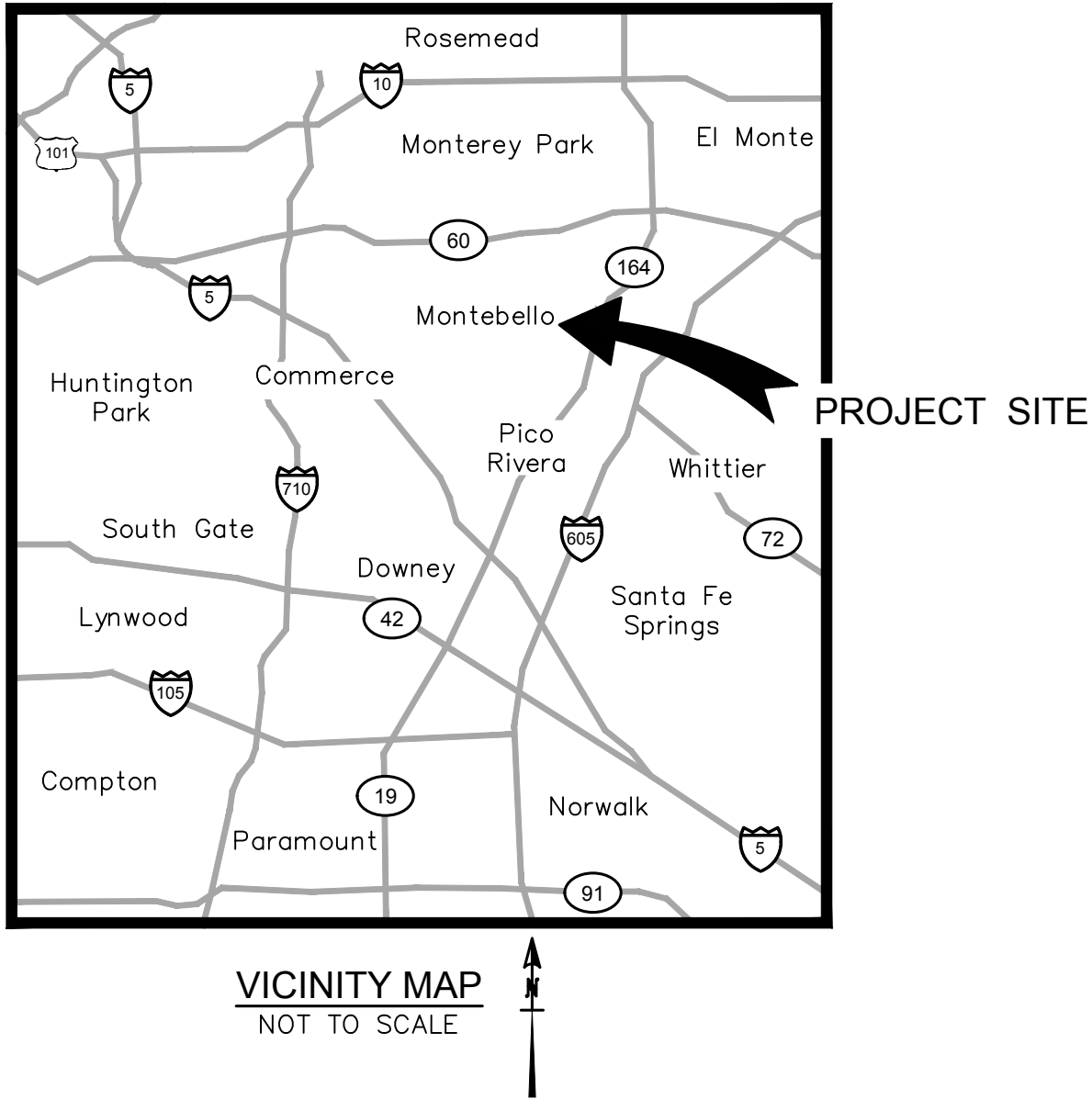
Page 3 of 3

SUMMARY:

Staff recommends the City Council adopt 100% completed plans, specification and engineer's estimate (PS&E) for the Traffic Signal at Whittier Boulevard and 6th Street (CP 926); and approve Environmental Assessment pursuant to 14 California Code of Regulation § 15301 as a Class 1 categorical exemption under the California Environmental; Quality Act (CEQA); and, authorize staff to proceed with bid advertisement for construction.

ATTACHMENT(S)

1. Attachment A - Whittier & 6th 100% Plans_20250718
2. Attachment B - CP-926 Traffic Signal Whittier Blvd & 6th St Specifications
3. Attachment C - CEQA NOE



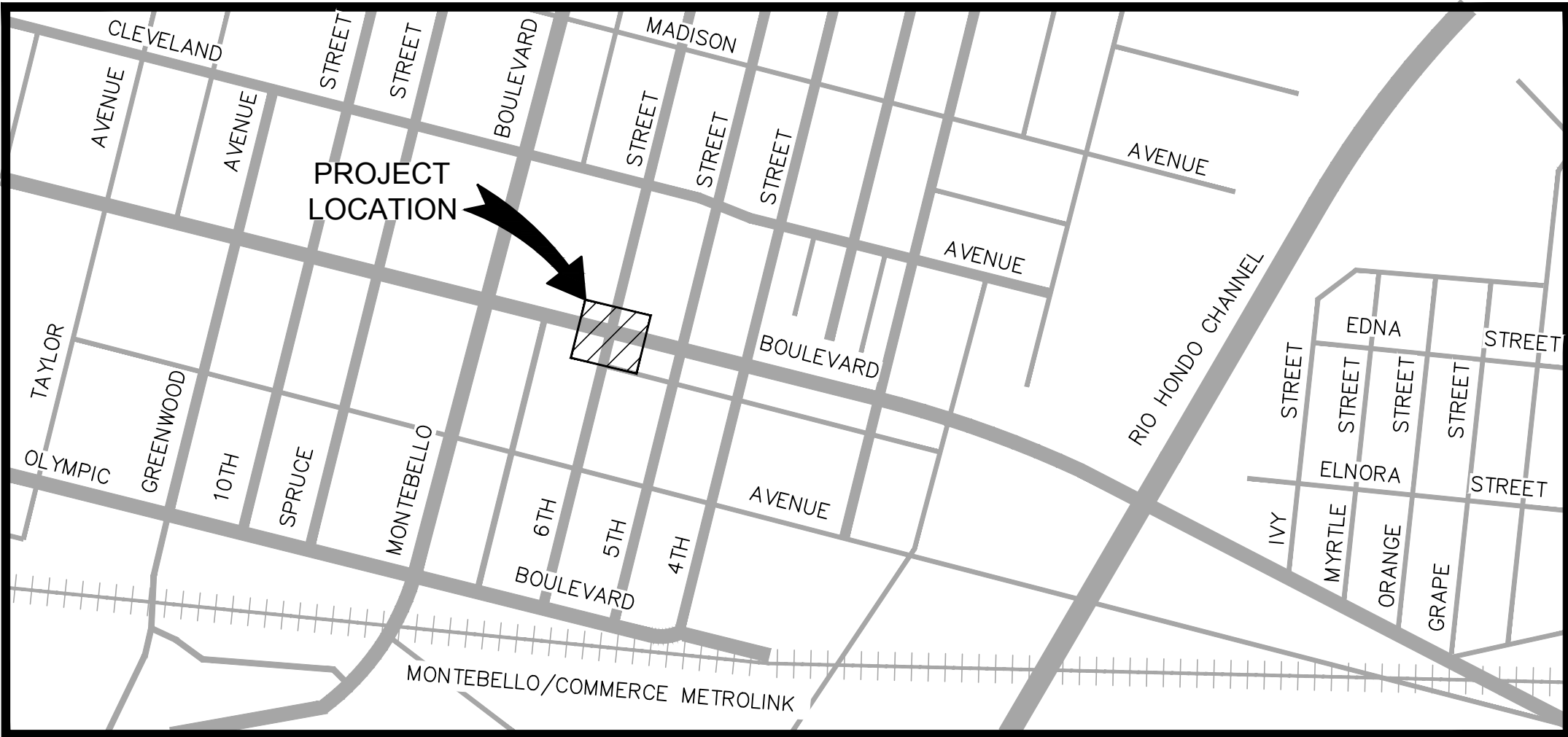
City of
Montebello
Engineering Division

WHITTIER BOULEVARD AND 6TH STREET
TRAFFIC SIGNAL PROJECT

INDEX OF DRAWINGS

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DC-1	DECORATIVE CROSSWALK PLAN

TOTAL SHEETS = 6



THOMAS GUIDE:
676-D2

LOCATION MAP
NOT TO SCALE

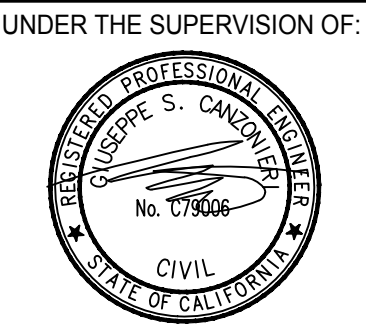
LEGEND:
PROJECT LOCATION

PROJECT UTILITY CONTACTS:

AT&T ATTENTION:	MR. MARCOS MARTINEZ	(415) 530-0192 mm24lh@att.com
MONTEBELLO LAND & WATER ATTENTION:	MR. BRETT OMMEN	(323) 722-8654 nancy@mtblw.com
MONTEBELLO SEWER ATTENTION:	MR. SAM KOURI	(323)887-1471 sk@cityofmontebello.com
MONTEBELLO STORM DRAIN ATTENTION:	MR. SAM KOURI	(323)887-1471 sk@cityofmontebello.com
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REVISIONS				APPROV.
NO.	DATE	BY	DESCRIPTION	



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DESIGNED BY: LDR
DRAWN BY: LDR
CHECKED BY: GSC DATE: 5/30/2025

CITY OF MONTEBELLO

ENGINEERING DIVISION

APPROVED BY:

CITY ENGINEER _____ DATE _____

WHITTIER BOULEVARD AND 6TH STREET
TRAFFIC SIGNAL PROJECT
TITLE SHEET

T-1

Sheet 1 of 6

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GENERAL NOTES

1. ALL WORKS STATED HEREIN APPLIES TO THE PROJECT AND ALL THE SHEETS.
2. ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF MONTEBELLO, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2024 EDITION) AND ITS SUPPLEMENTS, CALTRANS STANDARD PLANS AND SPECIFICATIONS (2024 EDITION), THESE PLANS, THE PROJECT SPECIFICATIONS, AND ALL SAFETY REGULATIONS CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY OF MONTEBELLO OF ANY DISCREPANCIES.
4. PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES THE ACCESS TO ANY DRIVEWAY AND OR IMPACT ON FRONTAGE BUSINESSES.
5. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CALIFORNIA (2014 EDITION, REV. 8) TO THE SATISFACTION OF THE CITY OF MONTEBELLO. TRAFFIC CONTROL SHALL BE PROVIDED ALL THE TIME AND TRAFFIC TRAFFIC CONTROL SHALL BE PROVIDED ALL THE TIME AND TRAFFIC CONTROL PLANS TO BE APPROVED BY THE CITY OF MONTEBELLO PRIOR START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLANS. 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 OF THIS PROJECT.
9. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL NOTIFY THE CITY OF MONTEBELLO OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
10. WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
12. THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
13. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
14. UTILITIES SHOWN ON THE PLANS REFLECTS INFORMATION RECEIVED FROM UTILITY COMPANIES. IN SOME CASES SERVICE CONNECTIONS ARE SHOWN. HOWEVER PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE SUCH AND TO PROTECT IN PLACE.
15. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES AND UTILITIES IN PLACE UNLESS OTHERWISE NOTED.
16. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF CITY OF MONTEBELLO. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
17. AT NO TIME IS ANY BUSINESS OR RESIDENT TO BE WITHOUT ACCESS TO THEIR PROPERTY UNLESS OTHERWISE APPROVED BY THE CITY OF MONTEBELLO. THE CONTRACTOR SHALL RAMP OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
18. A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREET. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.
19. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.
20. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/ EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
21. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
22. CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.
23. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY SURVEYOR.
24. ALL NECESSARY MATERIALS & COMPACTION TESTING RELATED TO STREET WORK IS TO BE ARRANGED FOR THE CITY USING A TESTING LABORATORY APPROVED BY THE CITY, PER BID ITEM.

GENERAL NOTES (CONTINUED):

27. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMAL INCONVENIENCE TO THE PUBLIC.
28. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE PROPOSED IMPROVEMENTS FRONTING THEIR PROPERTY PER SECTION 7-9 OF THE STANDARD SPECIFICATIONS.
29. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
30. CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.
31. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVERNIGHT WITHIN PUBLIC RIGHT-OF-WAY. A TEMPORARY USE PERMIT (T.U.P.) APPLICATION MUST BE MADE TO THE CITY OF MONTEBELLO PRIOR TO STORAGE OF ANY EQUIPMENT OF MATERIALS ON PUBLIC OR PRIVATE PROPERTY WITHIN THE MONTEBELLO CITY LIMITS DURING DAY TIME.
32. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES IN ACCORDANCE WITH THE LATEST MUTCD CALIFORNIA SUPPLEMENT AND TRAFFIC CONTROL PLAN TO BE PREPARED BY CONTRACTOR AND APPROVED BY CITY.
33. THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" LICENSE CONTRACTOR ISSUED BY THE STATE OF CALIFORNIA.
34. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES TWO FULL WORKING DAYS PRIOR TO STARTING ANY WORK:

CITY ENGINEERING DIVISION

(323) 887-1200, EXT. 460

POLICE DEPARTMENT

(323) 887-1313

FIRE DEPARTMENT

(323) 887-4510

PUBLIC TRANSIT

(323) 558-1625

35. AS BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY OF MONTEBELLO.

STORM WATER POLLUTION REQUIREMENT:

- STORM WATER POLLUTION CONTROL REQUIREMENTS FOR STREET, SEWER AND STORM DRAIN CONSTRUCTION.
- A. BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES

THE FOLLOWING IS INTENDED AS AN ATTACHMENT FOR CONSTRUCTION AND REPRESENTS THE MINIMUM STANDARDS OF GOOD HOUSEKEEPING WHICH MUST BE IMPLEMENTED ON ALL CONSTRUCTION SITES, REGARDLESS OF SIZE.

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.

2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.

3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WATER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.

4. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC RIGHT OF WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS A SOLID WASTE.

5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.

6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.

7. ANY SLOPES WITH DISTURBED SOILS OR DENURED 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 F DEEMED APPROPRIATE BY CITY INSPECTORS).
- CA40

EMPLOYEE TRAINING
- EC-1

SCHEDULING
- EC-2

PRESERVATION OF EXISTING VEGETATION
- NS-1

WATER CONSERVATION PRACTICES
- NS-3

PAVING OPERATIONS
- NS-7

POTABLE WATER/IRRIGATION
- NS-8

VEHICLE AND EQUIPMENT CLEANING
- NS-9

VEHICLE AND EQUIPMENT FUELING
- NS-10

VEHICLE AND EQUIPMENT MAINTENANCE
- NS-12

CONCRETE CURING
- NS-13

CONCRETE FINISHING
- SE-7

STREET SWEEPING AND VACUUMING
- SE-8

SAND BAG BARRIER
- SE-10

STORM DRAIN INLET PROTECTION
- SC-21

VEHICLE AND EQUIPMENT CLEANING
- SC-20

VEHICLE AND EQUIPMENT FUELING
- SC-22

VEHICLE AND EQUIPMENT REPAIRS
- TC-1

STABILIZED CONSTRUCTION ENTRANCE/EXIT
- TC-3

ENTRANCE/OUTLET TIREWASH
- WE-1

WIND EROSION CONTROL
- WM-1

MATERIAL DELIVERY AND STORAGE
- WM-2

MATERIAL USE MATERIAL USE
- WM-3

STOCKPILE MANAGEMENT
- WM-4

SPILL PREVENTION AND CONTROL
- WM-5

SOLID WASTE MANAGEMENT
- WM-6

HAZARDOUS WASTE MANAGEMENT
- WM-7

CONTAMINATED SOIL MANAGEMENT
- WM-8

CONCRETE WASTE MANAGEMENT
- WM-9

SANITARY/SEPTIC WASTE MANAGEMENT

NOTICE TO CONTRACTOR:

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN IN OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATIONS AND ORDERS. CONTRACTOR FURTHER AGREES THAT HE/SHE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY AND CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

GENERAL STRIPING, MARKING, AND SIGNING NOTES:

1. REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
2. CONTRACTOR SHALL PHOTOGRAPH/VIDEO THE EXISTING STRIPING AND CURB MARKINGS BEFORE REMOVAL TO PROVIDE A RECORD FOR USE IN RESTORING STRIPING AND CURB MARKING UPON COMPLETION OF PAVING WORK. COPY OF PICTURES/VIDEO IN CD ROM SHALL BE GIVEN TO CITY TRAFFIC ENGINEER BEFORE INSTALLING NEW STRIPING AND CURB MARKINGS.
3. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDRARD PLANS AND SPECIFICATIONS (2024 EDITION).
4. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
5. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING. DAMAGED PAVEMENT AND/OR HOLES SHALL BE PATCHED WITH E-PG 64-10 ASPHALT CONCRETE PAVEMENT.
6. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE.
7. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITH THE PROJECT LIMITS.
8. ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD (2014 EDITION, REV. 8) AND SHALL BE STANDARD SIZE UNLESS OTHERWISE INDICATED.

GENERAL TRAFFIC SIGNAL NOTES:

1. TRAFFIC SIGNAL LIGHTING, STRIPING AND MARKING SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS – SECTION 86 & 87 (2024 EDITION), CALTRANS STANDARD PLANS (2024 EDITION), UNLESS OTHERWISE NOTED ON THE PLAN OR SPECIAL PROVISIONS.
2. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATE LOOP ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
5. DETECTORS SHALL BE WIRED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
6.  INDICATES VIDEO DETECTION ZONE.
7. ALL NEW POLES, CONDUIT, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB RAMPS.
8. ALL NEW UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
9. THREE-CONDUCTOR CABLE (3CSC), FIVE-CONDUCTOR CABLE (5CSC), AND TWELVE-CONDUCTOR CABLE (12CSC) SHALL BE INSTALLED IN LIEU OF INDIVIDUAL CONDUCTORS. NO OTHER TRAFFIC SIGNAL (TS) MULTI-CONDUCTOR CABLE WILL BE ACCEPTED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
10. NEW VEHICLE HEADS SHALL BE 12" L.E.D. (LIGHT EMITTING DIODE) PER THE LATEST CALTRANS STANDARD SPECIFICATIONS.
11. NEW PEDESTRIAN HEADS SHALL BE COUNTDOWN L.E.D. (LIGHT EMITTING DIODE) EQUIPPED.
12. ALL NEW PEDESTRIAN PUSH BUTTONS SHALL BE APS AND INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.
13. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER. CONTRACTOR SHALL POTHOLE EACH SIGNAL POLE LOCATION.
14. ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.
15. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SOUTHERN CALIFORNIA EDISON FOR THE REMOVAL/RELOCATION OF EXISTING SAFETY LIGHTS AND STREET LIGHTS. ALL COSTS ASSOCIATED WITH THE REMOVAL/RELOCATION OF THE EXISTING STREET LIGHTS SHOULD BE PAID BY THE CONTRACTOR.
16. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT BY DIALING 811 FORTY-EIGHT (48) HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICES.
17. ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD, LATEST EDITION AND SHALL BE STANDARD SIZE, UNLESS OTHERWISE INDICATED.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

LIST OF STANDARD DRAWINGS:

CALTRANS STANDARD PLANS, 2024 EDITION

A20A	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A24G	PAVEMENT MARKINGS LIMIT AND YIELD LINES
ES-7A	ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD)
ES-7B	ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD)
ES-7E	ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD)
ES-7R	ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING, MISCELLANEOUS ATTACHMENT)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), 2021 EDITION

111-5	CURB RAMP DETAILS
112-2	CURB AND SIDEWALK JOINTS
120-3	CURB AND GUTTER – BARRIER
122-3	CROSS AND LONGITUDINAL GUTTERS

ABBREVIATIONS:

AC	ASPHALT CONCRETE
AB	AGGREGATE BASE
ADA	AMERICANS WITH DISABILITIES ACT
BC	BEGINNING OF CURB
BCR	BEGINNING OF CURB RETURN
BRC	BEGINNING OF REVERSE CURVATURE
B/W	BACK OF WALK
C&G	CURB AND GUTTER
CAB	CABINET
CB	CATCH BASIN
CF	CURB FACE
CL	CENTERLINE
CMB	CRUSHED MISCELLANEOUS BASE
EC	END OF CURB
ECR	END OF CURB RETURN
EX	EXISTING
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISHED SURFACE
GM	GAS METER
HP	HIGH POINT
LF	LINEAR FOOT
MH	MANHOLE
NTS	NOT TO SCALE
PB	PULL BOX
PCC	PORTLAND CEMENT CONCRETE
R/W	RIGHT OF WAY
SF	SQUARE FEET
STD	STANDARD
TC	TOP OF CURB
TS	TRAFFIC SIGNAL
WM	WATER METER

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY KOA CORPORATION USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. OWNERS OF KNOWN UTILITIES AND OTHER STRUCTURES IN THE STREET RIGHT OF WAY HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, KOA CORPORATION AND CITY OF MONTEBELLO ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR BY SIGNING THE CONSTRUCTION CONTRACT FOR THIS PROJECT ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS/HER OWN INVESTIGATION AND INSPECTION INCLUDING POTHOLING AND SUCH OTHER METHODS HE/SHE DEEMS NECESSARY TO ALLOW HIM/HER TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES AND REGULATIONS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING STREET SURVEY MONUMENTS.



Know what's below.
Call before you dig.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



A LOCHNER COMPANY
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

DESIGNED BY: LDR
DRAWN BY: LDR
CHECKED BY: GSC DATE: 5/30/2025

CITY OF MONTEBELLO



ENGINEERING DIVISION

APPROVED BY:

CITY ENGINEER

DATE

WHITTIER BOULEVARD AND 6TH STREET
TRAFFIC SIGNAL PROJECT
GENERAL NOTES

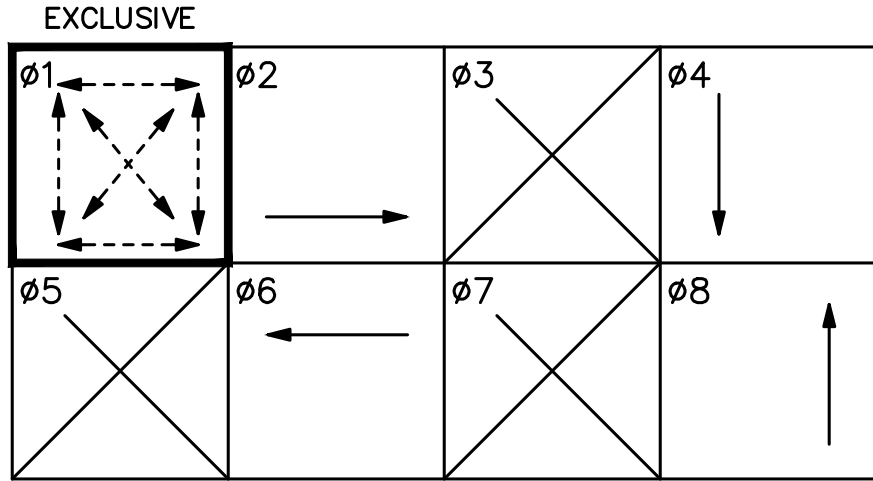
T-2

Sheet 2 of 6

GENERAL NOTES

- TRAFFIC SIGNAL LIGHTING, STRIPING AND MARKING SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS – SECTION 86 & 87 (2024 EDITION), CALTRANS STANDARD PLANS (2024 EDITION), UNLESS OTHERWISE NOTED ON THE PLAN OR SPECIAL PROVISIONS.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
- ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
- (XXXX) INDICATE LOOP ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
- DETECTORS SHALL BE WIRED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
-  INDICATES VIDEO DETECTION ZONE.
- ALL NEW POLES, CONDUIT, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB RAMP.
- ALL NEW UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- ALL PULL BOXES SHALL BE #6 UNLESS OTHERWISE SHOWN ON PLAN.
- THREE-CONDUCTOR CABLE (3CSC), FIVE-CONDUCTOR CABLE (5CSC), AND TWELVE-CONDUCTOR CABLE (12CSC) SHALL BE INSTALLED IN LIEU OF INDIVIDUAL CONDUCTORS. NO OTHER TRAFFIC SIGNAL (TS) MULTI-CONDUCTOR CABLE WILL BE ACCEPTED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- NEW VEHICLE HEADS SHALL BE 12" L.E.D. (LIGHT EMITTING DIODE) PER THE LATEST CALTRANS STANDARD SPECIFICATIONS.
- NEW PEDESTRIAN HEADS SHALL BE COUNTDOWN L.E.D. (LIGHT EMITTING DIODE) EQUIPPED.
- ALL NEW PEDESTRIAN PUSH BUTTONS SHALL BE APS AND INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.
- POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER. CONTRACTOR SHALL POTHOLE EACH SIGNAL POLE LOCATION PRIOR TO ORDERING POLES.
- ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SOUTHERN CALIFORNIA EDISON FOR THE REMOVAL/RELOCATION OF EXISTING SAFETY LIGHTS AND STREET LIGHTS. ALL COSTS ASSOCIATED WITH THE REMOVAL/RELOCATION OF THE EXISTING STREET LIGHTS SHOULD BE PAID BY THE CONTRACTOR.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT BY DIALING 811 FORTY-EIGHT (48) HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICES.
- ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD, LATEST EDITION AND SHALL BE STANDARD SIZE, UNLESS OTHERWISE INDICATED.

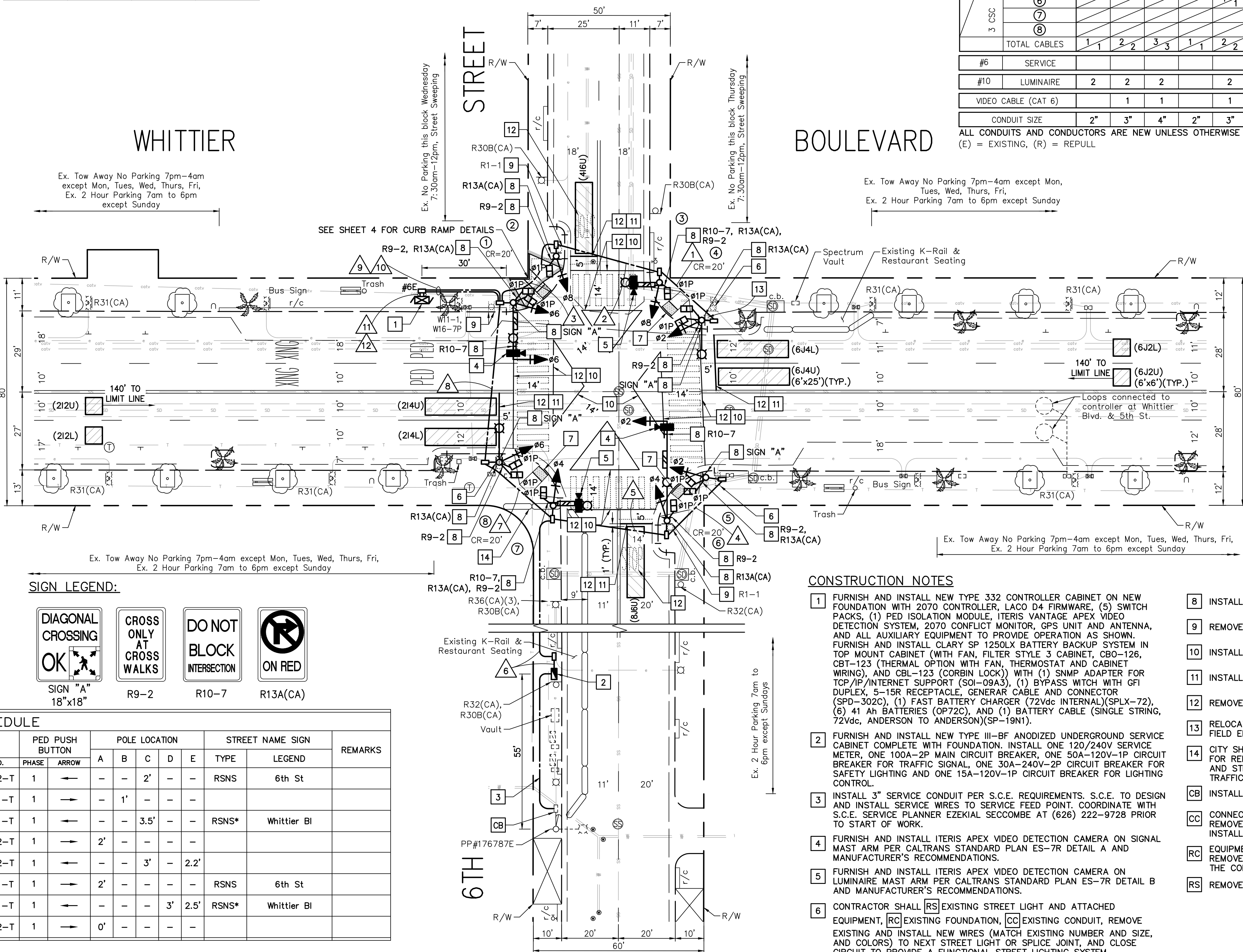
PROPOSED PHASE DIAGRAM



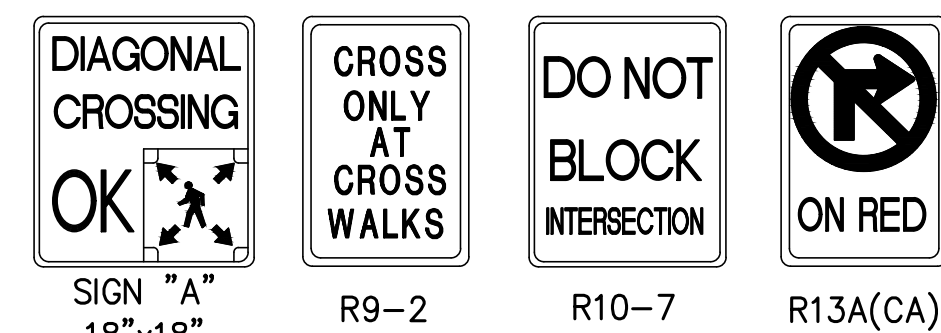
CONDUCTOR SCHEDULE

AWG	CABLE	RUNS											
		1	2	3	4	5	6	7	8	9	10	11	12
12 USC	1												
	2												
	3			1	1					1	1	1	1
	4		1	1	1					1	1	1	1
	5	1	1	1	1					1	1	1	1
	6				1	1				1	1	1	1
	7					1	1			1	1	1	1
	8						1	1		1	1	1	1
TOTAL CABLES		1	2	3	3	1	2	3	4	8	8	8	8
#6	SERVICE						2	2	2		2		2
#10	LUMINAIRE	2	2	2		2	2	2	2				
VIDEO CABLE (CAT 6)			1	1		1		2	2		4		4
CONDUIT SIZE		2"	3"	4"	2"	3"	3"	4"	4"	4"	4"	4"	4"

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS OTHERWISE NOTED
(E) = EXISTING, (R) = REPU



SIGN LEGEND:



CONSTRUCTION NOTES

- FURNISH AND INSTALL NEW TYPE 332 CONTROLLER CABINET ON NEW FOUNDATION WITH 2070 CONTROLLER, LACO D4 FIRMWARE, (5) SWITCH PACKS, (1) PED ISOLATION MODULE, ITERIS VANTAGE APEX VIDEO DETECTION SYSTEM, 2070 CONFLICT MONITOR, GPS UNIT AND ANTENNA, AND ALL AUXILIARY EQUIPMENT TO PROVIDE OPERATION AS SHOWN. FURNISH AND INSTALL CLARY SP 1250LX BATTERY BACKUP SYSTEM IN TOP MOUNT CABINET (WITH FAN, FILTER STYLE 3 CABINET, CBO-126, CBT-123 (THERMAL OPTION WITH FAN, THERMOSTAT AND CABINET WIRING), AND CBL-123 (CORBIN LOCK)) WITH (1) SNMP ADAPTER FOR TCP/IP/INTERNET SUPPORT (SOI-09A3), (1) BYPASS SWITCH WITH GFI DUPLEX, 5-15R RECEPTACLE, GENERAR CABLE AND CONNECTOR (SPD-302C), (1) FAST BATTERY CHARGER (72Vdc INTERNAL)(SPX-72), (6) 41 Ah BATTERIES (OP72C), AND (1) BATTERY CABLE (SINGLE STRING, 72Vdc, ANDERSON TO ANDERSON)(SP-19N1).
- FURNISH AND INSTALL NEW TYPE III-BF ANODIZED UNDERGROUND SERVICE CABINET COMPLETE WITH FOUNDATION. INSTALL ONE 120/240V SERVICE METER, ONE 100A-2P MAIN CIRCUIT BREAKER, ONE 50A-120V-1P CIRCUIT BREAKER FOR TRAFFIC SIGNAL, ONE 30A-240V-2P CIRCUIT BREAKER FOR SAFETY LIGHTING AND ONE 15A-120V-1P CIRCUIT BREAKER FOR LIGHTING CONTROL.
- INSTALL 3" SERVICE CONDUIT PER S.C.E. REQUIREMENTS. S.C.E. TO DESIGN AND INSTALL SERVICE WIRES TO SERVICE FEED POINT. COORDINATE WITH S.C.E. SERVICE PLANNER EZEKIAL SECCOMBE AT (626) 222-9728 PRIOR TO START OF WORK.
- FURNISH AND INSTALL ITERIS APEX VIDEO DETECTION CAMERA ON SIGNAL MAST ARM PER CALTRANS STANDARD PLAN ES-7R DETAIL A AND MANUFACTURER'S RECOMMENDATIONS.
- FURNISH AND INSTALL ITERIS APEX VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM PER CALTRANS STANDARD PLAN ES-7R DETAIL B AND MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL [RS] EXISTING STREET LIGHT AND ATTACHED EQUIPMENT, [RC] EXISTING FOUNDATION, [CC] EXISTING CONDUIT, REMOVE EXISTING AND INSTALL NEW WIRES (MATCH EXISTING NUMBER AND SIZE, AND COLORS) TO NEXT STREET LIGHT OR SPLICE JOINT, AND CLOSE CIRCUIT TO PROVIDE A FUNCTIONAL STREET LIGHTING SYSTEM.
- SAWCUT AND REMOVE 3'x4' PARTIAL CURB RAMP CONCRETE AND BASE. CAST IN PLACE 3'x4' DETECTABLE WARNING SURFACE ON 4" PCC OVER 3" CMB PER SPPWC STD. PLAN 111-5 AND PROJECT SPECIFICATIONS.

- INSTALL SIGN(S) AS SHOWN.
- REMOVE SIGN(S) AND/OR POST AS SHOWN.
- INSTALL 12" WHITE CROSSWALK.
- INSTALL 12" WHITE LIMIT LINE.
- REMOVE CONFLICTING STRIPING AND PAVEMENT MARKINGS.
- RELOCATE TRASH CAN PER THE DIRECTION OF THE FIELD ENGINEER.
- CITY SHALL COORDINATE WITH PRIVATE PROPERTY OWNER FOR REMOVAL OR RECONFIGURATION OF EXISTING K-RAIL AND STREET FURNITURE TO ACCOMMODATE PROPOSED TRAFFIC SIGNAL EQUIPMENT.
- INSTALL CONDUIT INTO EXISTING PULL BOX.
- CONNECT NEW AND EXISTING CONDUIT. REMOVE EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED.
- EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME PROPERTY OF THE CONTRACTOR.
- REMOVE AND SALVAGE.

POLE LOCATION DETAIL
(NO SCALE)

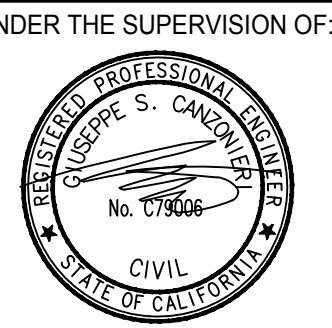
DETAIL "A"
(No Scale)

POLE SCHEDULE													
POLE DATA				SIGNAL		LUMINAIRE		VEHICLE SIGNAL MOUNTING			PED PUSH BUTTON		REMARKS
NO.	TYPE	HEIGHT		M.A. LENGTH		M.A. LENGTH	LED WATTS	M.A.	VEH.	PED.	PHASE	ARROW	
1	17-3-100	30'		20'		12'	65W	MAS	SV-1-T	SP-2-T	1	←	
2	1-A	10'							TV-1-T	SP-1-T	1	→	
3	15TS	30'				12'	65W		SV-1-T	SP-1-T	1	←	
4	15TS	30'				12'	65W		SV-1-T	SP-2-T	1	→	
5	1-A	10'							TV-1-T	SP-2-T	1	←	
6	24-4-100	30'		35'		15'	65W	MAS	SV-1-T	SP-1-T	1	→	
7	15TS	30'				12'	65W		SV-1-T	SP-1-T	1	←	
8	15TS	30'				12'	65W		SV-1-T	SP-2-T	1	→	

ALL EQUIPMENT SHOWN IS NEW UNLESS OTHERWISE NOTED.
ALL NEW SIGNAL POLES AND MAST ARMS SHALL CONFORM TO CALTRANS STANDARDS PLANS, 2024 EDITION.
RSNS = RETROREFLECTIVE STREET NAME SIGN. RSNS SHALL BE MANUFACTURED TO COMPLY WITH CITY STANDARDS AND HAVE DIAMOND GRADE SHEETING.
LUMINAIRE SHALL BE GE LIGHTING ERL1-0-09-C5-30-A-GRAY-G-L.
* RSNS TO BE MOUNTED ON 8" MAST ARM PER DETAIL "A".



REVISIONS			DESCRIPTION	APPROV.
NO.	DATE	BY		



UNDER THE SUPERVISION OF:
KOA
A LOCHNER COMPANY
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705
DESIGNED BY: LDR
DRAWN BY: LDR
CHECKED BY: GSC DATE: 6/2/2025

CITY OF MONTEBELLO

ENGINEERING DIVISION

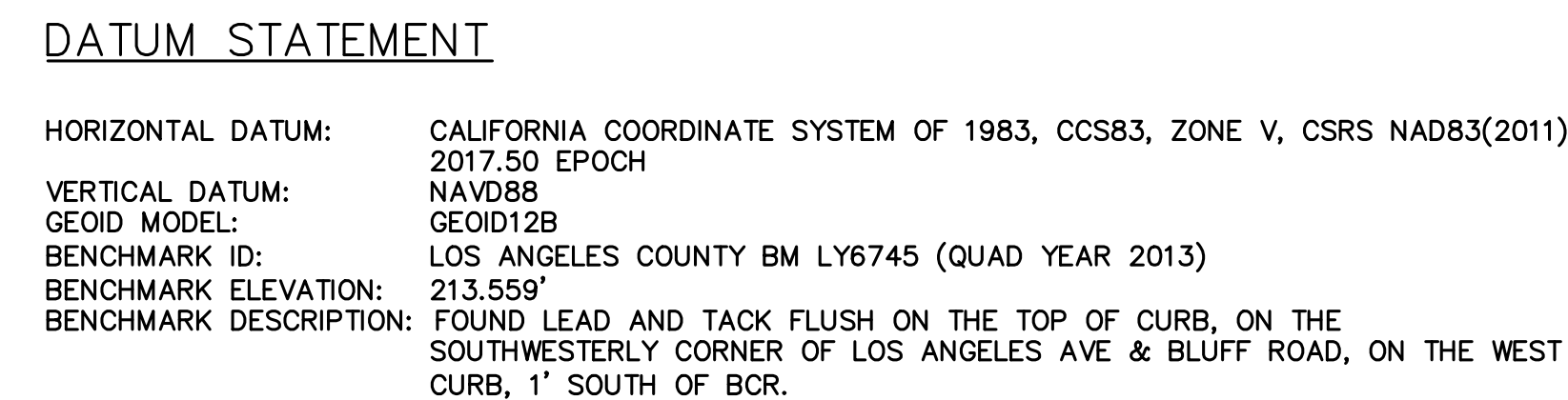
APPROVED BY:
CITY ENGINEER
DATE

WHITTIER BOULEVARD AND 6TH STREET
TRAFFIC SIGNAL PROJECT
TRAFFIC SIGNAL PLAN
PHASE 1

TS-1

Sheet 3 of 6

- ① REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACES AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN TO THE DEPTHS NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS. ALL REMOVALS SHALL BE DISPOSED OF BY THE CONTRACTOR. PCC REMOVALS SHALL BE FROM SCORELINE TO SCORELINE. CONTRACTOR SHALL VERIFY EXACT LIMITS OF CONSTRUCTION WITH CITY ENGINEER IN THE FIELD.
- ② CONSTRUCT 4" PCC SIDEWALK OVER 3" CMB PER SPPWC STD. PLAN 112-2. CONCRETE REMOVALS SHALL BE FROM SCORELINE TO SCORELINE.
- ③ CONSTRUCT 4" PCC CURB RAMP OVER 3" CMB WITH 3'x4' DETECTABLE WARNING SURFACE (YELLOW COLOR) PER SPPWC STD. PLAN 111-5, CASE A, TYPE 3.
- ④ CONSTRUCT VARIABLE HEIGHT PCC CURB OVER 6" CMB PER SPPWC STD. PLAN 120-3, TYPE A2. CURB HEIGHT PER PLAN.
- ⑤ PROTECT IN PLACE. ITEM AS INDICATED ON PLAN.
- ⑥ SEE TRAFFIC SIGNAL PLAN.



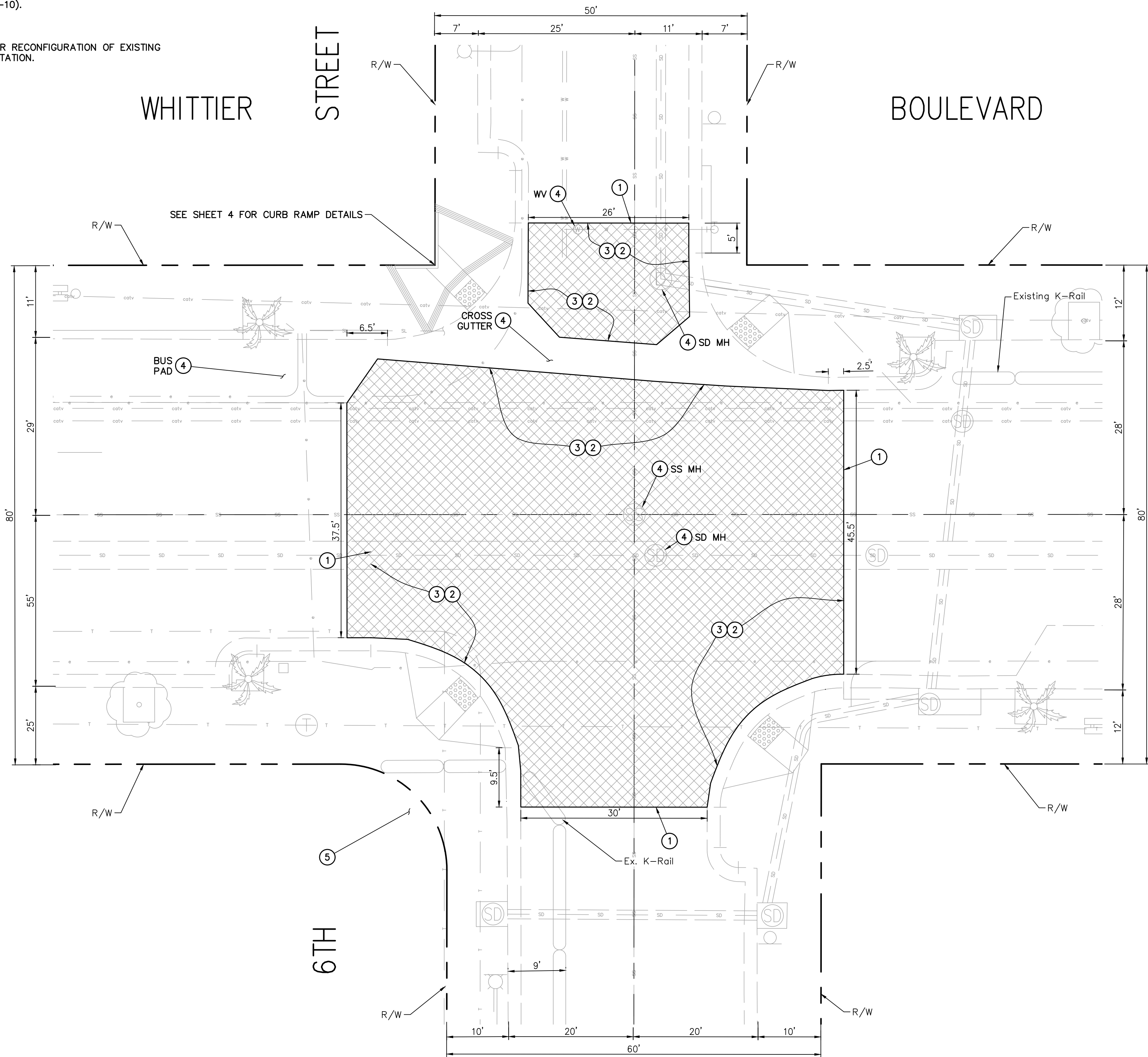
CSRS STATIONS USED AND PUBLISHED ACCURACIES

MAPPING ANGLE AND COMBINED GRID FACTOR (CF)

Page 127 of 1585

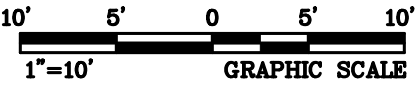
STREET IMPROVEMENT CONSTRUCTION NOTES:

- 1 REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACES AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN TO THE DEPTHS NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS. ALL REMOVALS SHALL BE DISPOSED OF BY THE CONTRACTOR. PCC REMOVALS SHALL BE FROM SCORELINE TO SCORELINE. CONTRACTOR SHALL VERIFY EXACT LIMITS OF CONSTRUCTION WITH CITY ENGINEER IN THE FIELD.
- 2 COLD MILL EXISTING ASPHALT CONCRETE PAVEMENT 2".
- 3 CONSTRUCT 2" ASPHALT CONCRETE PAVEMENT OVERLAY (TYPE C2-PG 64-10).
- 4 PROTECT IN PLACE.
- 5 CITY SHALL COORDINATE WITH PRIVATE PROPERTY OWNER FOR REMOVAL OR RECONFIGURATION OF EXISTING K-RAIL AND FURNITURE TO ACCOMMODATE PROPOSED PAVEMENT REHABILITATION.



PAVEMENT LEGEND:

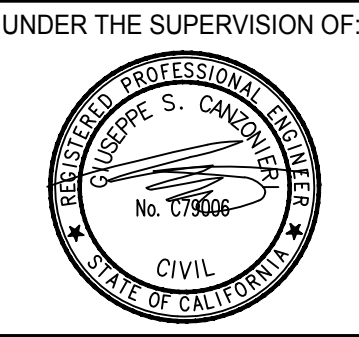
 GRIND AND OVERLAY



J:\2024\000022999 MTB WHITTIER BLVD & 6TH ST TS\DESIGN\ROAD\RD02-WHITTIER & 6TH PAVEMENT REHAB.DWG OLONG 5/28/2025 12:16 PM



REVISIONS				APPROV.
NO.	DATE	BY	DESCRIPTION	



UNDER THE SUPERVISION OF:

KOA
A LOCHNER COMPANY
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

DESIGNED BY: OL
DRAWN BY: OL
CHECKED BY: GSC DATE: 6/11/2025

CITY OF MONTEBELLO



ENGINEERING DIVISION

APPROVED BY:

CITY ENGINEER _____ DATE _____

WHITTIER BOULEVARD AND 6TH STREET
TRAFFIC SIGNAL PROJECT
PAVEMENT REHABILITATION PLAN
PHASE 2

C-2

Sheet 5 of 6

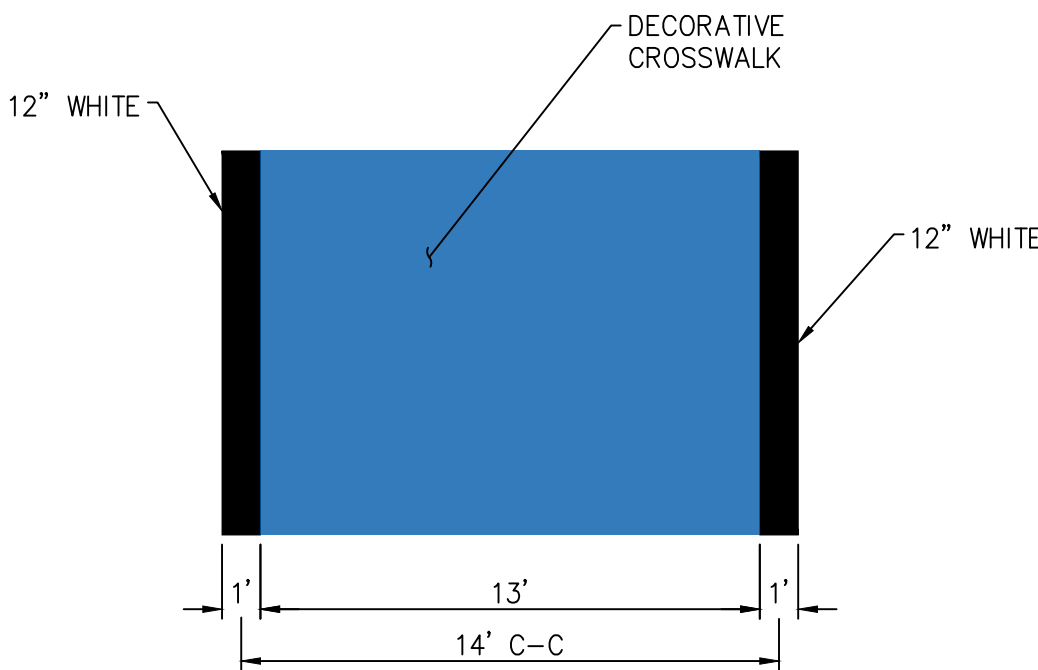
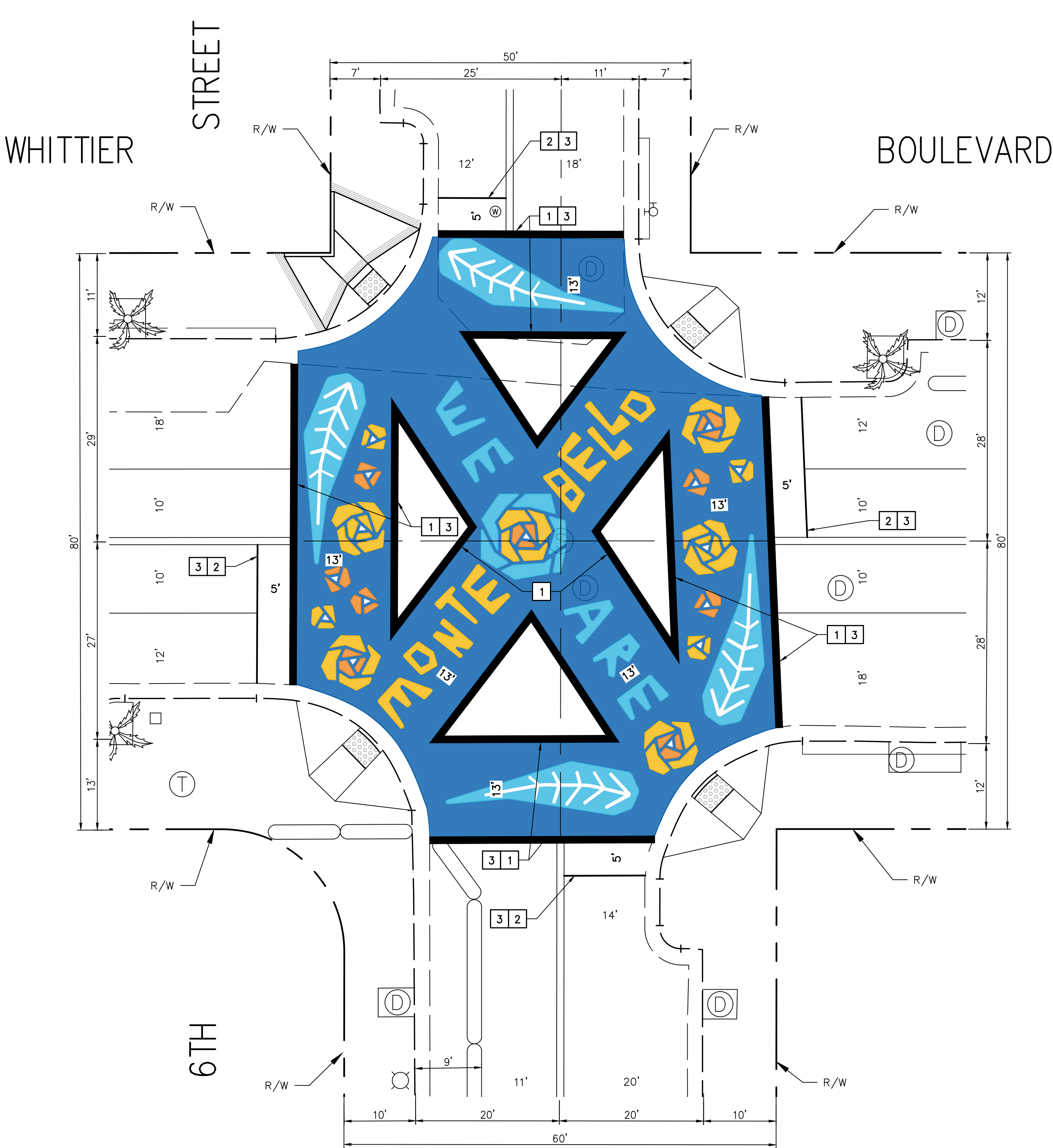
CONSTRUCTION NOTES

- 1

INSTALL 12" WHITE CROSSWALK LINES AT 14' C-C PER DETAIL A. CONTRACTOR SHALL INSTALL DECORATIVE CROSSWALK PER SPECIAL PROVISIONS.
- 2

REINSTALL 12" WHITE LIMIT LINE.
- 3

REMOVE CONFLICTING STRIPING AND PAVEMENT MARKINGS AS APPLICABLE PRIOR TO INSTALLATION OF DECORATIVE CROSSWALK.



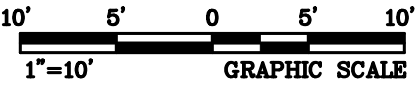
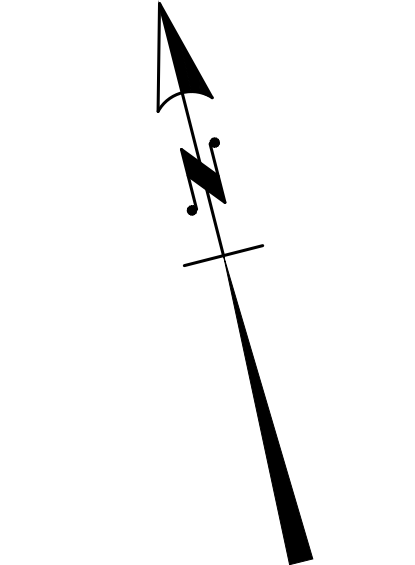
DETAIL "A"
(No Scale)

ART AND PAINT NOTES

- C:0 M:0 Y:0 K:0 (WHITE)
- C:67 M:7 Y:4 K:0
- C:95 M:69 Y:0 K:0
- C:2 M:29 Y:100 K:0
- C:2 M:58 Y:100 K:0

PAINT USED IN INSTALLATION AND MAINTENANCE SHALL BE VISTA PAINT 6700 ON-LINE FLAT TRAFFIC PAINT OR APPROVED EQUAL. INSTALL PER MANUFACTURER RECOMMENDATIONS.

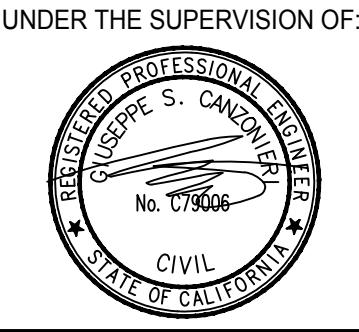
ARTIST INFORMATION: Smart Department Fabrication Inc.
106 Harrison Pl, Brooklyn, NY 11237
Contact: Audrey Liana
(917) 282-9507
Audrey@smartdeptnyc.com



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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



KOA
A LOCHNER COMPANY
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

DESIGNED BY: LDR
DRAWN BY: LDR
CHECKED BY: GSC DATE: 6/2/2025

CITY OF MONTEBELLO

ENGINEERING DIVISION

APPROVED BY:

CITY ENGINEER

DATE

WHITTIER BOULEVARD AND 6TH STREET
TRAFFIC SIGNAL PROJECT
DECORATIVE CROSSWALK PLAN
PHASE 2

DC-1

Sheet 6 of 6



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT

C.P. No. 926

SALVADOR MELENDEZ – MAYOR
GEORGINA TAMAYO – MAYOR PRO TEM
RIC ALONZO – COUNCILMEMBER
SCARLET PERALTA – COUNCILMEMBER
DANIELLE ROMERO – COUNCILMEMBER

RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN - PUBLIC WORKS DIRECTOR

PROJECT SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202

Bid Opening (Electronic Bid through PlanetBids): September 10, 2025 at 11:00 a.m.

**City of Montebello
Office of the City Clerk
1600 W. Beverly Boulevard
Montebello, CA 90640**

WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT

C.P. No. 926

IN THE CITY OF MONTEBELLO

BID SCHEDULE

Bidding Period	August 15, 2025 – September 10, 2025
Questions or Request for Information	August 28, 2025 at 12:00 p.m.
Response to Questions	September 2, 2025 at 5:00 p.m.
Bid Opening	September 10, 2025 at 11:00 a.m.
Tentative Award of Contract	October 8, 2025 at 11:00 a.m.
Commence Construction	October 27, 2025
Complete Construction	August 3, 2026
Close out Project	September 2026

Bid Opening (Electronic Bid through PlanetBids): September 10, 2025 at 11:00 a.m.

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

These Specifications have been prepared
under the direction of:


Cesar Roldan, Director of Public Works



**CITY OF MONTEBELLO
CALIFORNIA**

TO PROSPECTIVE BIDDERS:

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

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

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

Cesar Roldan
Director of Public Works

WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT

C.P. No. 926

IN THE CITY OF MONTEBELLO

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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX “B”
EQUIPMENT DETAILS & CUT SHEETS	APPENDIX “C”
PROJECT SIGN	APPENDIX “D”
PROJECT LABOR AGREEMENT NO. 4202	APPENDIX “E”

NOTICE INVITING BIDS
FOR
WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT
C.P. No. 926
IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites bids for the above stated project and will receive such bids electronically ONLY thru PlanetBids, <https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839> by 11:00 am., September 10, 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 latest adopted edition of the Building Code, the 2021 Standard Plans for Public Works Construction (SPPWC), 2024 Standard Specifications for Public Works Construction “Greenbook” (referred to as Standard Specifications), 2024 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

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

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

Questions: All questions related to this project prior to the opening of bids shall be submitted electronically and received **no later than 12:00 p.m. on August 28, 2025.**

PREVAILING WAGE:

Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of “public works” is found at Labor Code Section 1720, et seq.

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

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

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

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

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

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

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted electronically. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A or C-10 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 ninety (190) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT
C.P. No. 926
IN THE CITY OF MONTEBELLO

PROPOSAL FORMS

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

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than ten percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees for all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Bids shall be submitted directly through PlanetBids (<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>) **by 11:00 a.m. on September 10, 2025.** It is the bidder's responsibility to ensure the bids have been successfully submitted through PlanetBids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

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

IRREGULAR PROPOSALS

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

TAXES

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

DISQUALIFICATION OF BIDDERS

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

EQUIVALENT MATERIALS

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

LEGAL RESPONSIBILITIES

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

AWARD OF CONTRACT

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

SURETY BOND PERIOD

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

PROPOSAL
FOR
WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT
C.P. No. 926
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

WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT

C.P. No. 926

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:

BID SCHEDULE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
PHASE I					
1	PHASE I MOBILIZATION (Not to exceed 10% of total of all other Phase I contract Bid Items)	1	LS		
2	PHASE I TRAFFIC CONTROL (Not to exceed 8% of total of all other Phase I contract Bid Items)	1	LS		
3	PHASE I STORM WATER BMP'S	1	ALL	\$5,000.00	\$5,000.00
4	DEMOLITION/UNCLASSIFIED EXCAVATION	8	CY		

5	CONSTRUCT TYPE A2 CURB OVER 6" CMB	12	LF		
6	CONSTRUCT 4" PCC SIDEWALK OVER 3" CMB	160	SF		
7	CONSTRUCT 4" PCC CURB RAMP OVER 3" CMB	1	EA		
8	REMOVE EXISTING AND CAST IN PLACE 3' X 4' DECTABLE WARNING SURFACE	3	EA		
9	REMOVE EXISTING AND INSTALL STRIPING, SIGNING AND PAVEMENT MARKINGS	1	LS		
10*	NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6 TH STREET	1	LS		
PHASE I - TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES					
PHASE II					
11	PHASE II MOBILIZATION (Not to exceed 10% of total of all other Phase II contract Bid Items)	1	LS		
12	PHASE II TRAFFIC CONTROL (Not to exceed 8% of total of all other Phase II contract Bid Items)	1	LS		
13	PHASE II STORM WATER BMP'S	1	ALL	\$5,000.00	\$5,000.00
14	COLD MILL AC PAVEMENT, 2" DEPTH	4,944	SF		
15	CONSTRUCT 2" AC PAVEMENT OVERLAY (TYPE C2-PG, 64-10)	61	TON		
16	INSTALL DECORATIVE CROSSWALK	1	ALL	\$50,000.00	\$50,000.00
PHASE II - TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES					

TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES (PHASE I + PHASE II)	
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*** = Contractor shall provide a schedule of values listing all components, quantities, and unit prices of the bid item.**

TOTAL AMOUNT BID IN WORDS (PHASE I + PHASE 2): _____

_____ Dollars

Bidder's Signature Title

Company Name

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

Bidder's List of subcontractors

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/public-works/contractor-registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number
				DIR Reg Number
Name: _____				
City, State				
Name: _____				
City, State				
Name: _____				
City, State				
Name: _____				
City, State				

Name: _____ City, State				
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REFERENCES

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

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
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The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud,

bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in

connection with the bidding upon, award of, or performance of, any public works contract, as defined in

Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section

1100, including the Regents of the University of California or the Trustees of the California State

University. The term "bidder" is understood to include any partner, member, officer, director, responsible

managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Fill in description of contract)

Company

Name of Bidder

Signature of Bidder

Business Address

City State Zip Code

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

Notary Public in and for the County of

_____, State of California.

My Commission Expires _____, 20__ __.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. grant b. cooperative agreement c. loan d. loan guarantee e. loan insurance	2. Status of Federal Action: ☐ b. initial award c. post-award	3. Report Type: ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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

PROPOSAL GUARANTEE
BID BOND

FOR

WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT

C.P. No. 926

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
WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT
C.P. No. 926
IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes _____

No _____

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

BIDDER _____

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

Signature of Contractor's Representative

Printed Name

Title

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

NOTARY PUBLIC _____

**CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT
(SAMPLE)**

THIS STANDARD PUBLIC WORKS AGREEMENT (“**AGREEMENT**”) is dated _____ for reference purposes only and is made and entered into by and between the CITY OF MONTEBELLO, a Municipal corporation (the “**CITY**”) and _____ (“**CONTRACTOR**”) whose address is _____.

SEC. 1. RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before _____ on _____ for the work of _____ (describe work), (“**PROJECT**”).

WHEREAS, on _____, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SEC. 2. CONTRACT DOCUMENTS.

A. The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

B. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any

6. Addendums
7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SEC. 3. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SEC. 4. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of _____, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

Sec. 4.1. Progress Payments

Progress Payments shall be made in accordance with section _____ of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contracts Code Section 20104.5. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

Sec. 4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price in proportion to the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished CITY with a release of all undisputed contract amounts, if required by CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

Sec. 4.3. Substitution of Securities.

Pursuant to Public Contracts Code Sec. 22300 CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

SEC. 5. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SEC. 6. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **thirty (30)** Working Days from the commencement thereof.

SEC. 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SEC. 8. MISCELLANEOUS STATUTORY REQUIREMENTS

Sec. 8.1. Contractor License.

CONTRACTOR shall possess a california contractor's license type "A" or "C-10" for the performance of the Project.

Sec. 8.2. Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

Sec. 8.3. Compliance with SB 854 Registration.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a

public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Sec. 8.4. Trench and Pipeline Safety.

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

Sec. 8.5. Utility Relocation.

CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. CITY shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 8.6. Third Party Claims Notification.

The CITY shall timely notify the CONTRACTOR in writing of any third party claims relating to the Agreement.

Sec. 8.7. Unfair Business Practices Claims.

The CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the CITY renders final payment to the CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Sec. 8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Sec. 8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec.

1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. The CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

Sec. 8.10. Employment of Apprentices.

Nothing in this Contract prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

Sec. 8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SEC. 9. PREVAILING WAGES

A. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at _____ and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SEC. 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

SEC. 11. BONDS.

A. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

B. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

SEC. 12. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

SEC. 13. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions. In addition, pursuant to the authority of California Public Contracts Code Section 7102, CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder

SEC. 14. DISPUTE RESOLUTION

Sec. 14.1. Claims of \$375,000 or Less

A. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contracts Code Sections 21040-21040.4. A summary of Sections 21040-21040.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with the CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

Sec. 14.2 Public Contracts Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3)

payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contracts Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with CITY.
4. After meet and confer, a disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SEC. 15. TERMINATION.

Sec. 15.1. Termination for Convenience.

The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

Sec. 15.2 Termination for Default.

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

Sec. 15.3 Waiver of Remedies for any Breach.

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

SEC. 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SEC. 17. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

SEC. 18. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SEC. 19. AUTHORITY.

Any person executing this Contract on behalf of the CONTRACTOR warrants and represents that he or she has the authority to execute this Contract on behalf of the CONTRACTOR and has the authority to bind the CONTRACTOR to the performance of its obligations hereunder.

SEC. 20. ENTIRE CONTRACT.

This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the CITY and the CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations

or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

SEC. 21. ATTORNEY'S FEES AND COSTS.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORS' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: Director of Public Works / City Engineer

To CONTRACTOR: _____

SEC. 24. PROHIBITION AGAINST ASSIGNMENT.

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or

encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

SEC. 25. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

SEC. 26. COUNTERPARTS.

This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO By: _____ Mayor Date: _____ ATTEST: _____ City Clerk APPROVED AS TO FORM _____ City Attorney	CONTRACTOR By: _____ Date: _____ By: _____ Date: _____
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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.

This document is signed by the respective parties on the dates next to their names.

By: _____ Date: _____

Surety

By: _____ Date: _____

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.

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

APPENDIX “A”
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR
WHITTIER BOULEVARD AND 6TH STREET TRAFFIC SIGNAL PROJECT

SUPPLEMENTS AND MODIFICATIONS TO
THE 2024 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC)

THE 2024 CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)
STANDARD SPECIFICATIONS

AND

THE 2014 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(2014 CA MUTCD) (Revision 8)

SUPPLEMENTS AND MODIFICATIONS TO
THE 2024 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC)

PART 1 – GENERAL PROVISIONS

The work required to be performed for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), 2024 Edition, in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For the purposes of this Project, Part 1 of the SSPWC, is amended as follows:

SECTION 1 – GENERAL

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General

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

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

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

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

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

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into

contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 Contract Bonds

The second and third sentences of the third paragraph of Subsection 1.7.2 of the Standard Specifications are hereby deleted and replaced with the following:

The “Payment Bond” (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following:

The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS

Subsection 2-2 of the Standard Specifications are hereby deleted and replaced with the following:

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

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

2-5 THE CONTRACTOR’S EQUIPMENT AND FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-2 SELF PERFORMANCE

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

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

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

3-7 CONTRACT DOCUMENTS

3-7.1 General.

The following is added to this subsection:

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

3-10 SURVEYING

3-10.1 General

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as required for layout of the work and the resetting of all disturbed monuments.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

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

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

4-6 TRADE NAMES

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAW AND REGULATIONS

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

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

5-3 LABOR

5-4 INSURANCE

5-4.2 General Liability Insurance

The liability insurance coverage values are hereby amended to be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$2,000,000
Product/Completed Operations Hazard	\$5,000,000
Comprehensive Automobile Liability	\$5,000,000
Contractual General Liability	\$1,000,000
Worker's Compensation	Statute

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. A pro forma copy of the policy(s) shall be submitted to the City. A certificate of endorsement naming the City and its Agents as additional insured identifying the coverage limits, dates of coverage insurance provided and project number is required.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-3 TIME OF COMPLETION

6-3.1 General

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

All construction work is to be completed within **one hundred ninety (190) working days**.

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated-damages value is hereby amended to be \$500.00 per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest in the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Surety's eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7-3.3 Delivered Materials

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

Add the following section:

7-6 PAYMENT ITEMS

PHASE I BID ITEM DESCRIPTIONS

7-6.1 Bid Item No. 1 – Phase I Mobilization (Not to exceed 10% of total of all Phase I Prime Contract Bid Items)

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include clearing and

grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of Section 300-1 of the standard specifications.

Payment for **Bid Item No. 1 – Phase I Mobilization** shall be included in the **Lump Sum (LS) Price** base is and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 10% of the total of all other Prime Contract Bid Items.

7-6.2 Bid Item No.2 – Phase I Traffic Control

The Contractor shall provide and maintain all construction area traffic controls in accordance with Part 6 of the Standard Specifications, 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD) (Rev. 8), these Special Provisions, and as noted herein.

Payment for **Bid Item No. 2 – Phase I Traffic Control** shall be paid for at the contract unit price per Lump Sum (LS) and shall be considered full compensation and include but not limited to, providing safe traffic control, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, the City of Montebello and complying with the requirements specified in those licenses and permits and these specifications, coordination, field office facility, furnishing all labor, materials, tools, equipment and incidentals and for doing all the traffic control related work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as specified in the Standard Specifications and these specifications, and as directed by the Engineer; and incidentals necessary to perform all related items of work. The lump sum price shall also include steel plates and temporary AC including installation and removal; all associated temporary signing and striping; flashing arrow signs; portable changeable message boards; flagging and/or flagmen costs; barricades with working flashing beacons for night work; tree light towers for night work; written project notifications; and no additional compensation shall be made.

Monthly progress payments for traffic control will be paid for based on completed working days for the month. Cost per day of traffic control is determined by the Contractor's bid amount for traffic control divided by the number of working days for the entire project.

7-6.3 Bid Item No. 3 – Phase I Storm Water Best Management Practices (BMP)

The Contractor shall comply with Section 3-12, “Work Site Maintenance” of the Standard Specifications for Public Works Construction. The Contractor shall not permit polluted water to enter a catch basin or drainage channel. Water pollution control work shall consist of constructing those facilities which may be shown on the Plans, specified elsewhere in these Special Provisions, required by the Standard Specifications, required by National Pollutant Discharge Elimination System (NPDES No. CAS000002) California General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ, or ordered by the Engineer. Said work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water.

In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the contract work in small or multiple units on an out-of-phase schedule and with modified construction procedures. The Contractor shall provide temporary pollution control measures including, but not limited to, dikes, basins, ditches and the application of straw and seed which become necessary as a result of his operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit to the Engineer for acceptance a Water Pollution Control Plan (WPCP) for effective control of water pollution. Such WPCP shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such WPCP has been accepted. The Contractor shall revise and bring up to date said WPCP at any time the Engineer makes written request for such revision.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised WPCP in not more than ten (10) days.

The CITY shall not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised WPCP, nor for any delays to the work due to the Contractor’s failure to submit an acceptable WPCP.

The Contractor may request the Engineer to waive the requirement for submission of a written WPCP for control of water pollution when the nature of the Contractor’s operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written WPCP for control of water pollution will not preclude submittal of a written WPCP at a later time if the Engineer deems it necessary because of the effect of the Contractor’s operations.

Where erosion control damage will cause water pollution which is probably due to the nature of the material or the season of the year, the Contractor’s operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

Compliance with the requirements of this article shall in no way relieve the Contractor from his responsibility to comply with the other provisions of the Contract, in particular, his responsibility for damage and for preservation of property.

All water pollution control work performed in accordance with the accepted WPCP which is not otherwise required under the contract and which is ordered by the Engineer will be paid for as follows:

- (1) Such water pollution control work which may be accomplished under the various contract items of work will be measured and paid for as provided for in these Special Provisions for the said items of work.
- (2) Such water pollution control work not covered by contract items will be paid for as extra work as provided for in Section 7-4, "Payment for Extra Work" of the Standard Specifications.

Payment for **Bid Item No.3 – Phase I Storm Water Best Management Practices (BMP)** shall be paid for by the contract bid price per Allowance (ALL). Except as otherwise provided in this bid item description or in the Standard Specifications or elsewhere in these Special Provisions, full compensation for complying with the work contained in this description shall be considered included in the contract bid price and no additional compensation will be allowed therefor.

7-6.4 Bid Item No. 4 – Demolition/Unclassified Excavation

Demolition/unclassified excavation as shown on the Contract Drawings shall conform to Sections 300-2 and 401 of the Standard Specifications and these Special Provisions. Demolition/unclassified excavation consists of furnishing transportation, tools, labor, materials, equipment, and incidentals for demolition and excavation and shall consist of all demolition and excavation including sawcutting, removal, hauling, and disposal of asphalt concrete pavement, concrete pavement, concrete sidewalk, curb, gutter, curb ramps, curb drains, subgrade, etc. with the limits of construction identified on the project, to meet the grades for the proposed improvements as shown on the plans.

Payment for **Bid Item No. 4 - Demolition / Unclassified Excavation** shall be paid for at the contract unit price per Cubic Yard (CY) and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to remove all existing improvement in conflict with the proposed improvements not included in other bid items.

7-6.5 Bid Item No. 5 –Construct Type A2 Curb Over 6” CMB

Work for these bid items shall conform to Sections 200-2, 201-1, and 303-5 of the Standard Specifications, these Special Provisions, and the Plans.

Payment for **Bid Item No. 5 –Construct Type A2 Curb Over 6” CMB** shall be paid for at the contract unit price per Linear Foot (LF) and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, backfilling, subgrade preparation, base placement, grading, compacting, forming, pouring, finishing, and incidentals and for doing all the work involved in constructing new curb and gutter

complete in place. Base under curb and gutter shall be paid under this bid item. No additional compensation shall be allowed. Demolition, excavation, and removals shall be paid for under **Bid Item No. 4 – Demolition / Unclassified Excavation**.

7-6.6 Bid Item No. 6 – Construct 4” PCC Sidewalk Over 3” CMB
Bid Item No. 7 – Construct 4” PCC Curb Ramp Over 3” CMB

Work for these bid items shall conform to Sections 200-2, 201-1, 303-5 and 401-3 the Standard Specifications, these Special Provisions, and the Plans.

Payment for **Bid Item No.6 – Construct 4” PCC Sidewalk Over 3” CMB** and **Bid Item No.7 – Construct 4” PCC Curb Ramp Over 3” CMB** shall be at the contract unit price per Square Foot (SF) and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, backfilling, subgrade preparation, base placement, grading, compacting, forming, pouring, finishing, and incidentals and for doing all the work involved complete in place. Base under sidewalk shall be paid under this bid item. No additional compensation shall be allowed. Demolition, excavation, and removals shall be paid for under **Bid Item No. 4 – Demolition / Unclassified Excavation**.

Payment for **Bid Item No. 7 - Construct 4” PCC Curb Ramp over 3” CMB** shall be paid for at the contract unit price per Each (EA) and shall include full compensation for all labor, material, equipment, tools, backfilling, subgrade preparation, base placement, construction of curb ramp, construction of depressed curb and gutter (0” lip), and incidentals and for doing all the work involved complete in place and no additional compensation shall be allowed. Payment also includes constructing any required retaining curb along the back and sides of the ramp, base under the curb ramp, and scoring patterns and grooving. Demolition, excavation, and removals shall be paid for under **Bid Item No. 4 – Demolition / Unclassified Excavation**.

7-6.7 Bid Item No. 8 – Remove Existing and Cast In Place 3’ x 4’ Detectable Warning Surface

Work for these bid items shall conform to the requirements in the 2021 Standard Plans for Public Works Construction Standard Plan 111-5, these Special Provisions, and the Plans.

Payment for **Bid Item No. 8 - Remove Existing and Cast In Place 3’ x 4’ Detectable Warning Surface** shall be at the contract unit price bid per EACH (EA) detectable warning surface constructed in place, and shall include full compensation for all labor, materials, tools, equipment, warranty, and incidentals necessary to remove partial concrete curb ramp, construct new partial concrete curb ramp, furnish and install new 3’x4’ detectable warning surface (cast-in-place) complete, in place, and accepted. No additional compensation will be allowed therefore.

7-6.8 Bid Item No.10– Remove Existing and Install Traffic Signing, Striping and Pavement Markings

This work shall consist of removing and installing signage, pavement striping, pavement markings, and raised pavement markers as shown on the plans and as directed by the Engineer. Signing, striping, pavement markings and raised pavement markers shall conform to Section 82 and 84 of the Caltrans Standard Specifications, these Special Provisions and the Plans. Size of all new signs shall comply with the 2014 CA MUTCD, Revision 8 for the type of road classification.

Payment for **Bid Item No. 10 – Remove Existing and Install Traffic Signing, Striping and Pavement Markings** shall be at the contract bid unit price per Lump Sum (LS) and shall include full compensation and include but not limited to, furnishing all labor, material, tools, equipment, and incidentals for doing the work involved in removing and installing traffic signs (including posts), and removing and installing striping, pavement markings, curb markings and raised pavement markers complete in place. Material includes but is not limited to signs, posts, concrete footings, rebar, fasteners, adhesives, glass beads, thermoplastic material, and paint. No additional compensation shall be allowed.

7-6.9 Bid Item No. 11 – New Traffic Signal at Whittier Boulevard and 6th Street

Traffic signal modifications shall conform to the requirements of Section 700 and Section 701 of the 2024 SPPWC, these Special Provisions and the Plans.

Payment for **Bid Item No. 11 – New Traffic Signal at Whittier Boulevard and 6th Street** shall be paid for at the contract unit price per Lump Sum (LS) and shall include full compensation for all labor, material, equipment, tools, utility potholing, and incidentals necessary to complete all work including electrical connections, communications connections, programming, and testing. No additional compensation shall be allowed.

All Measurement and Payment subsections in Sections 700 and 701 shall be deleted and be paid for at the contract unit price per Lump Sum (LS) under Bid Item 11.

PHASE II BID ITEM DESCRIPTIONS

7-6.10 Bid Item No. 12– Phase II Mobilization (Not to exceed 10% of total of all Phase II Prime Contract Bid Items)

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include clearing and

grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of Section 300-1 of the standard specifications.

Payment for **Bid Item No. 12 – Phase II Mobilization** shall be included in the Lump Sum (LS) Price base is and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 10% of the total of all other Prime Contract Bid Items.

7-6.11 Bid Item No.13 – Phase II Traffic Control

The Contractor shall provide and maintain all construction area traffic controls in accordance with Part 6 of the Standard Specifications, 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD)(Rev. 8), these Special Provisions, and as noted herein.

Payment for **Bid Item No. 13 – Phase II Traffic Control** shall be paid for at the contract unit price per Lump Sum (LS) and shall be considered full compensation and include but not limited to, providing safe traffic control, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, the City of Montebello and complying with the requirements specified in those licenses and permits and these specifications, coordination, field office facility, furnishing all labor, materials, tools, equipment and incidentals and for doing all the traffic control related work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as specified in the Standard Specifications and these specifications, and as directed by the Engineer; and incidentals necessary to perform all related items of work. The lump sum price shall also include steel plates and temporary AC including installation and removal; all associated temporary signing and striping; flashing arrow signs; portable changeable message boards; flagging and/or flagmen costs; barricades with working flashing beacons for night work; tree light towers for night work; written project notifications; and no additional compensation shall be made.

Monthly progress payments for traffic control will be paid for based on completed working days for the month. Cost per day of traffic control is determined by the Contractor's bid amount for traffic control divided by the number of working days for the entire project.

7-6.12 Bid Item No.14 – Phase II Storm Water Best Management Practices (BMP)

The Contractor shall comply with Section 3-12, "Work Site Maintenance" of the Standard Specifications for Public Works Construction. The Contractor shall not permit polluted water to enter a catch basin or drainage channel. Water pollution control work shall consist of constructing those facilities which may be shown on the Plans, specified elsewhere in these Special Provisions, required by the Standard Specifications, required by National Pollutant Discharge Elimination System (NPDES No. CAS000002) California General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ, or ordered by the Engineer. Said work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water.

In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the contract work in small or multiple units on an out-of-phase schedule and with modified construction procedures. The Contractor shall provide temporary pollution control measures including, but not limited to, dikes, basins, ditches and the application of straw and seed which become necessary as a result of his operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit to the Engineer for acceptance a Water Pollution Control Plan (WPCP) for effective control of water pollution. Such WPCP shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such WPCP has been accepted. The Contractor shall revise and bring up to date said WPCP at any time the Engineer makes written request for such revision.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised WPCP in not more than ten (10) days.

The CITY shall not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised WPCP, nor for any delays to the work due to the Contractor's failure to submit an acceptable WPCP.

The Contractor may request the Engineer to waive the requirement for submission of a written WPCP for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written WPCP for control of water pollution will not preclude submittal of a written WPCP at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.

Where erosion control damage will cause water pollution which is probably due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

Compliance with the requirements of this article shall in no way relieve the Contractor from his responsibility to comply with the other provisions of the Contract, in particular, his responsibility for damage and for preservation of property.

All water pollution control work performed in accordance with the accepted WPCP which is not otherwise required under the contract and which is ordered by the Engineer will be paid for as follows:

- (2) Such water pollution control work which may be accomplished under the various contract items of work will be measured and paid for as provided for in these Special Provisions for the said items of work.
- (2) Such water pollution control work not covered by contract items will be paid for as extra work as provided for in Section 7-4, "Payment for Extra Work" of the Standard Specifications.

Payment for **Bid Item No.14 – Phase II Storm Water Best Management Practices (BMP)** shall be paid for by the contract bid price per Allowance (ALL). Except as otherwise provided in this bid item description or in the Standard Specifications or elsewhere in these Special Provisions, full compensation for complying with the work contained in this description shall be considered included in the contract bid price and no additional compensation will be allowed therefor.

7-6.13 Bid Item No. 15 - Cold Mill AC Pavement, 2" Depth

Cold milling shall conform to the provisions of Section 404 of the Standard Specifications and these Special Provisions. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth shown on the Contract Drawings or as directed by the Engineer. All work shall be completed in accordance the Project Plans. 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, 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 400 of the Standard Specifications 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 Section 404-8 of Standard Specifications and submit evidence of the proper disposal to the City of South Gate. 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 to assume the cost of testing, 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.

Payment for **Bid Item No. 15 - Cold Mill AC Pavement, 2" Depth** shall be paid for at the contract unit price per Square Foot (SF) and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold milling existing AC pavement including sawcutting, removing, hauling and disposal of asphalt concrete material excavation, grading for the base, crack sealing, compaction and removing thermoplastic paint complete in place. No additional compensation shall be allowed.

7-6.14 Bid Item No.16 - Construct 2" AC Pavement Overlay (Type C2-PG 64-10)

The Contractor shall place asphalt concrete pavement as required by these specifications and drawings. Payment for all asphalt concrete shall be included in this pay item. All full depth joins shall be neatly sawcut.

Asphalt concrete shall be TYPE C2-PG 64-10 and shall be placed in one lift.

Due to the low R value and high moisture content of subgrade soils present, construction equipment and traffic shall minimize travel on subgrade soils. The contractor shall remove existing materials to grade with milling equipment of sufficient size to remove materials in one pass, excavator working from existing pavement surfaces, or a similar method.

Asphalt pavement material shall be placed with a paving machine having tracks, or other equipment capable of placing asphalt concrete while minimizing loads on the subgrade soil or base course.

Construction equipment shall minimize repeated heavy traffic loadings, such as dump trucks, traveling repeatedly over the same pavement areas, so as to minimize the possibility of subgrade "pumping". Subgrade and pavement failures caused by repeated heavy load traffic shall be repaired at the expense of the Contractor.

The final lift of pavement shall be placed with conventional spreader equipment. However, the Contractor shall avoid unnecessary and repeated heavy traffic loadings on the same pavement areas.

The Contractor is warned that some locations may have shallow utility services in the shoulder areas. Contractor shall exercise due caution to protect utilities in these areas.

Paving shall be completed within five days of cold milling operation.

Payment for **Bid Item No. 16 – Construct 2” AC Pavement Overlay (Type C2-PG 64-10)** shall be paid for at the contract unit price per Ton (TON) and shall include the work contained in this section and no additional compensation will be allowed therefore.

7-6.15 Bid Item No.17 - Install Decorative Crosswalk

Installation of decorative crosswalk shall consist of, but not limited to, all labor, materials, equipment, and incidentals necessary to furnish all materials and install the decorative crosswalk in accordance with the plans, specifications, and applicable standards. Work shall include cleaning, surface preparation, application of primer, anti-slip additive or bonding agents, layout, protective coating and sealer as required by installer, and furnishing and application of paint. The decorative crosswalk shall be installed to ensure long-term durability under vehicular and pedestrian traffic. Paint material shall be Vista Paint 6700 On-Line Flat 100% Acrylic Flat Traffic Marking Paint or approved equal and shall be pre-approved by the City Engineer. All work and materials for decorative crosswalk shall be coordinated through Smart Department Fabrication Inc. as shown on plans.

Payment for **Bid Item No. 17 – Install Decorative Crosswalk** shall be at the contract bid unit price per Allowance (ALL) and shall include full compensation and include but not limited to, furnishing all labor, material, tools, equipment, and incidentals for doing the work involved in removing existing conflicting striping, surface preparation, furnishing all material required, installing new decorative crosswalk striping and pavement markings complete in place, and all required coordination with the artist specified on the project plans. No additional compensation shall be allowed.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

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

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so provided by the Contractor for his own personnel.

PART 2 – CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications for Public Works Construction.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 General (Page 58 of the SSPWC)

Add the following:

Concrete mix design shall conform to Table 201-1.1.2, unless otherwise specified, and be submitted to the Engineer ten (10) working days prior to use.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.7 Type “D” Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (Page 77 of the SSPWC)

Add the following:

After cold milling and prior to the placing of new asphalt, cracks greater than 1/4" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant. The pavement surface should be warm, dry, and free of any dust, dirt, and deleterious material before applying the crack sealant. The Contractor shall submit for approval the material they intend to use for crack sealant two (2) weeks prior to its incorporation into the work.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General. (Page 97 of the SSPWC)

Replace the entire subsection with the following:

Asphalt concrete shall be the product of mixing mineral aggregate and up to 25 percent reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant. Asphalt concrete for placement as a surface course may contain up to 20 percent RAP. For all other placement applications, asphalt concrete may contain up to 25 percent RAP.

Asphalt concrete mixtures shall conform to 203-6.4.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density. (Page 219 of the SSPWC)

Replace the second and third paragraphs with the following:

Compaction tests will be performed in accordance with ASTM D1557 using the appropriate procedure based on the materials gradation where applicable. The Engineer may specify another procedure within this test; require the use of another test procedure; or specify a specific compaction method to be used where this test is not applicable.

All reported maximum densities shall be based on dry unit weight. However, the Engineer may modify the procedure in ASTM D1557, at its option, to calculate a relative compaction at the site based on adjusted laboratory maximum wet density to give the Contractor an indication of the achieved relative compaction. The adjusted laboratory maximum wet density will be calculated as follows:

211-1.3 Relative Compaction. (Page 219 of the SSPWC)

Replace the entire subsection with the following:

The words "Relative Compaction" shall mean the ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-1 GENERAL. (Page 254 of the SSPWC)

Replace the entire section with the following:

Traffic signs, striping, pavement markings, and raised pavement markers, shall conform to Sections 82 and 84 of the Caltrans Standard Specifications and these Special Provisions.

Add the following section:

SECTION 220 – TRAFFIC SIGNING

220-1 GENERAL. All signing shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), 2014 edition, Rev 8.

220-1.2 Submittals. (The Contractor shall submit shop drawings for signs and sign post materials to the Engineer in accordance with subsection 3-8.

The Contractor shall, at the end of the project, submit an electronic sign inventory table in accordance with subsection 315-1.7.

220-2 SIGNS.

220-2.1 Material.

220-2.1.1 Metal. The base metal shall be new aluminum alloy single-sheet stock of 6061-T6 or 5052-H38, conforming to ASTM Specification, B209-02, and shall be free of all corrosion and dirt. The thickness shall be either 0.063-inches or 0.080-inches.

Sign panels shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication. The surface of all sign panels shall be flat.

220-2.1.2 Sheeting.

1. ASTM Types III & IV, High-Intensity Prismatic sheeting shall be used on all warning, guide, and regulatory signs (except mast arm regulatory, critical warning signs such as horizontal alignment, advisory speed, speed reduction, and W4-2, W9-1, and W14-3 of the merging and passing category signs).
2. ASTM Type XI, Diamond-Grade DG3 sheeting shall be used on all mast arm street name, ground mounted street name, and mast arm regulatory signs.
3. ASTM Type XI, Diamond-Grade DG3 fluorescent-orange sheeting shall be used on all temporary traffic control signs.
4. ASTM Type XI, Diamond-Grade DG3 fluorescent-yellow sheeting shall be used on all critical warning signs such as horizontal alignment, advisory speed, speed reduction, and W4-2, W9-1, and W14-3 of the merging and passing category signs.
5. ASTM Type XI, Diamond-Grade DG3 fluorescent yellow green shall be used on all pedestrian crossings, bicycle crossings, and school zones.

220-2.2 Anti-Graffiti. All signs shall be produced with premium anti-graffiti film and shall be marked with a "G2", on the bottom margin of the sign before applying the film.

220-2.3 Panel Size and Thickness. Diamond shape less than 48"x48"x.063" no frame; 48"x48"x.080" no frame; 60"x60", 72"x72", and 96"x96"x.080" with frames.

Rectangle shape with length up to 47"x.063" no frame; 48" to 55"x.080" no frame.

Panel sizes shall be per the California MUTCD, 2014 Edition, Rev 8.

PART 3 – CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications for Public Works Construction.

SECTION 300 - EARTHWORK

300-4 UNCLASSIFIED FILL.

300-4.9 Measurement. (Page 279 of the SSPWC)

Replace the entire subsection with the following:

Unclassified fill will not be measured separately for payment.

300-4.10 Payment. (Page 279 of the SSPWC)

Replace the first sentence of the first paragraph with the following:

There will be no separate payment for any Unclassified Fill. Contractor will need to refer to Phase I and Phase II bid item descriptions to determine which pay items shall be considered as included in the Contract Unit Price for "DEMOLITION/UNCLASSIFIED EXCAVATION."

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. (Page 329 of the SSPWC)

Add the following:

The Contractor shall schedule the paving work such that no longitudinal drop-offs on the

pavement will remain overnight in the traveled way. Any transverse drop-offs on the pavement over 1 inch in height that will remain overnight shall be ramped with temporary AC pavement.

Roadways to receive full-width cold milling shall be resurfaced within **24 hours** of cold milling any portion of the Work.

Replace the fourth paragraph with the following:

Asphalt concrete shall not be placed until the atmospheric temperature is a minimum of 55°F and rising, and the surface temperature of the underlying material is a minimum of 55°F. Asphalt concrete shall also not be placed during unsuitable weather.

302-5.9.2 Joints. (Page 335 of the SSPWC)

Add the following:

Longitudinal joints shall coincide with the traffic lines.

302-5.11.2 Field Density. (Page 336 of the SSPWC)

Replace “b)” in the third paragraph with the following:

b) California Test Method 308, Method A (modified to use zinc stearate) when slabs or cores are taken for laboratory testing.

302-5.14 Payment. (Page 336 of the SSPWC)

Add the following:

Payment for the adjustment of survey monument lids shall be included in the cost of other Bid Items and no separate payment will be made for adjustment of survey monument lids.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements. (Page 379 of the SSPWC)

303-5.1.1 General.

Add the following subsection:

To facilitate access to properties, the Contractor may be directed to include admixtures or

additional cement in the concrete mix for driveway aprons.

Add the following subsection:

303-5.1.4 Curb Ramps. Curb ramps shall conform to the Standard Plans referenced and details shown on the Plans.

303-5.3 Placing Concrete. (Page 380 of the SSPWC)

Add the following:

Concrete for walk, driveways, and access ramps (curb ramps) shall not be placed monolithically with curbs, integral curbs and gutters or gutters. Concrete for such shall not be placed until a minimum of 4 hours after concrete for the adjoining curb or gutter has been placed.

Add the following after the second paragraph:

At locations where new sidewalk will join a wall, the sidewalk shall be placed in two separate pours. The first pour shall include the portion of the walk from the back of the curb to approximately 6 inches off the face of the wall or as directed by the Engineer. The second pour shall be between the wall and the edge of the walk previously placed. Full compensation for complying with these requirements shall be considered as included in the Contract Unit Prices for the various items of work.

303-5.5.3 Walk. (Page 382 of the SSPWC)

Replace the second paragraph with the following:

After concrete has been deposited in place, it shall be thoroughly tamped in such a manner that coarse aggregate will be forced down and a layer of free mortar approximately 1/4-inch-thick covers the surface. The concrete shall be screeded to the required grade and floated to a smooth, flat, uniform surface. Immediately after the initial set has taken place, the surface shall be broom-finished. Broom-finishing shall be accomplished by a fine-hair broom and shall be performed perpendicular to the centerline of the adjacent roadway as directed by the Engineer.

303-5.5.5 Alley Intersections, Access Ramps, and Driveways. (Page 383 of the SSPWC)

Add the following:

A detectable warning surface shall be constructed in the areas shown on the Plans and Standard Plans. Detectable warning surfaces shall be the cast-in-place type and consist of a rigid, pre-cast tile embedded into fresh concrete. The detectable warning surface shall have the dimensions and dome spacing shown on the Standard Plan. The color shall be yellow conforming to Federal Standard 595B, Color No. 33538.

Detectable warning surfaces shall be one of the following:

- a) Cast-In-Place Replaceable Tactile Pavers as manufactured by ADA Solutions:

www.adatile.com/replaceable_wet_set.php

- b) “Alert Cast” as manufactured by Detectable Warning Systems, Inc.:

<http://detectable-warning.com/products/alertcast/>

- c) “Armor-Tile Replaceable Herculite” series as manufactured by Armor-Tile.:

<http://www.armor-tile.com/herculite-series.html>

Detectable warning surfaces shall be installed in accordance with the manufacturer’s installation instructions.

303-5.8 Backfilling and Cleanup. (Page 383 of the SSPWC)

Add the following:

All parkway areas which will not be covered with new walk, driveways, or curb ramps shall be backfilled with clean native soil as directed by the Engineer. Such material will not be considered as Selected Material.

**SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND
PAVEMENT MARKERS**

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-2.1 General. (Page 496 of the SSPWC)

Replace the first sentence of the first paragraph with the following:

The Contractor shall remove existing painted and thermoplastic traffic striping and pavement markings by grinding.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. (Page 497 of the SSPWC)

Add the following:

Striping and marking details (nomenclature) referenced on the Plans shall conform to Caltrans Standard Plans (2024 Edition) Striping Details A20A and A24G referenced on the Plans.

314-4.2 Control of Alignment and Layout. (Page 497 of the SSPWC)

314-4.2.1 General. (Page 497 of the SSPWC)

Add the following:

Alignment and layout shall conform to the dimensions and details shown on the Plans.

PART 4 – EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications for Public Works Construction.

400-1 GENERAL (Page 505 of the SSPWC)

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Reallocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

400-2 PERMANENT SURVEY MARKERS (Page 505 of the SSPWC)

The following is added after the first paragraph of this subsection of the Standard Specifications:

The Contractor shall reset disturbed monuments and provide a copy of a Corner Record Survey filed with the County Surveyor and to the City Engineer. Corner Record Surveys shall be completed by a Surveyor licensed in the State of California to practice surveying.

SECTION 401 – REMOVAL

401-1 GENERAL (Page 506 of the SSPWC)

Add the following:

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable subgrade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications.

All existing pavement joining new construction shall be sawcut in a straight line, to the limits as shown on the Plans or as instructed by the Engineer. All joins to existing conditions shall be constructed to provide a smooth transition between the new pavement and existing pavement.

Sawcutting of concrete shall be accomplished by the use of a power driven saw. The depth of cut shall be deep enough to produce a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. Waste material from sawcut operations shall be broom cleaned or vacuumed, and disposed of in accordance with section entitled "Recycling of Materials" in Section V of these Specifications. Cleaning of sawcut area by washing and directing waste to public storm drains shall not be permitted.

Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 400 of the Standard Specifications at Contractor's expense.

The Contractor shall scan the work area using a metal detector of adequate strength prior to any sawcutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

Existing concrete and miscellaneous removals shall be immediately removed from the project site and disposed of by the Contractor at his own expense at a legal dump and/or recycling site.

Removal areas shall be adequately barricaded to the satisfaction of the Engineer. Removal areas

of 4 L.F. or less shall have one lighted flashing barricade, and areas greater than 4 L.F. shall have a flashing barricade at each end.

The Contractor shall take particular care when removing existing sidewalk, and curb & gutter to prevent damage to existing lawns, landscaping and sprinkler systems, and above or below ground structures/utilities. Any damage to existing lawns and landscaping or existing sprinkler systems shall be repaired within 48 hours at the Contractor's expense.

The Contractor shall be responsible for any damage to existing trees, landscaping, concrete, above and below ground structures, utilities, pavements and curbs as a result of his operations, and will be required to repair or replace same at his own expense to the satisfaction of the Engineer.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City.

Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner. Carefully salvage in a manner to prevent damage and promptly return to Owner.

SECTION 402 – UTILITIES

402-1 LOCATION (Page 507 of the SSPWC)

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

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

SECTION 404 – COLD MILLING

404-1 GENERAL (Page 510 of the SSPWC)

Add the following:

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8-inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1-inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

After cold milling, the Contractor shall meet with the City's representative in the field to designate local soft areas and areas where the pavement condition is deteriorated for complete removal and replacement with full depth asphalt. The replacement of the removed areas shall be performed prior to opening the impacted area to traffic.

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation shall be allowed.

All milled material shall become the property of the Contractor.

PART 6 – TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications for Public Works Construction.

SECTION 600 - ACCESS

600-1 GENERAL (Page 553 of the SSPWC)

Add the following:

At least 24 hours in advance of closing or restricting access to any property, the Contractor shall notify the owner or resident of said property. A copy of said notification shall be provided to the Engineer. The Contractor shall conduct its operations, including those of its subcontractors and suppliers, so as to provide reasonable access to the adjacent properties and have no greater length or quantity of work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged on adjacent or related work.

600-2 VEHICULAR ACCESS (Page 553 of the SSPWC)

Add the following:

Vehicular access to properties within the vicinity of the Work, for the purpose of waste collection, shall be maintained for the duration of the Project. Any temporary changes in the frequency of collection or the collection day(s), requested by the Contractor for their operations, must be agreed upon by the service provider and approved by the Engineer. Once approved, the Contractor shall notify all affected properties at least 14 Days in advance of the change in the waste collection schedule. A second notice shall be posted 1 Day prior to the change in the waste collection schedule. Waste collection map(s), including service provider contact information, will be provided to the Contractor after award of the Contract.

Unless the Contractor makes other arrangements satisfactory to the Engineer and the owners, the following shall also apply to business establishments:

- a) For each establishment (such as, but not limited to, gas stations, markets and other "drive in" businesses) on the corner of an intersection that has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street unless otherwise approved in writing by the Engineer.
- b) For each establishment (such as but not limited to motels, parking lots and garages) which has a one way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to both the entrance driveway and the exit driveway.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR MAINTENANCE AND WORK ZONES

601-1 GENERAL (Page 554 of the SSPWC)

Add the following:

Street closures, detours, lane closures, signs, lights, and other traffic control devices shall conform to the latest approved version of the California Manual on Uniform Traffic Control Devices (California MUTCD). The California MUTCD is available at the following address:

<https://dot.ca.gov/programs/safety-programs/sign-specs>

Unless otherwise approved by the Engineer, the Contractor shall allow passage of public transit coaches through the Work area at all times. For the Metropolitan Transportation Authority (Metro), the Contractor shall notify the Stops and Zones Representative, (213) 922-5190, at least 48 hours prior to construction at bus stop zones to allow Metro to temporarily abandon and relocate bus stop zones within the construction area.

Lips greater than one inch created during construction which is to remain overnight shall be ramped with temporary asphalt concrete at a slope not to exceed 1:1.

The roadway shall be cold milled and/or paved to full width at the end of each day.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General (Page 554 of the SSPWC)

Replace the first sentence with the following:

The Contractor shall prepare and submit temporary traffic control plans to the Agency for review and approval.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General (Page 554 of the SSPWC)

Add the following:

The requirements set forth in the latest approved version of the California Manual on Uniform Traffic Control Devices (California MUTCD) shall govern the design of the proposed traffic control. The California MUTCD is available at the following address:

<https://dot.ca.gov/programs/safety-programs/sign-specs>

The total length of the Project shall be shown including the signing and striping transitions in advance of the Work area; and existing striping, signing and raised medians, if any. The sheets shall display the Project name; phase identification; name of firm preparing the plan; name and stamp of the Civil Engineer; approval block for each jurisdictional agency; north arrow; sheet number; and number of sheets comprising the traffic control plans. General notes and symbol definitions shall be included when required. Adequate dimensioning shall be provided to allow for Agency checking and proper field installation.

In no case shall traffic be diverted from the existing traveled way without prior approval of the Engineer. Detour striping will not be permitted on any surface course of asphalt concrete pavement constructed on the Project. Temporary striping shall be detour grade traffic tape unless otherwise approved by the Engineer.

In order to facilitate the flow of traffic during the Contract duration, the Agency reserves the right to extend the limits of the Project to include any areas where removal of striping or marking, construction of detour pavement, or signing and delineating is deemed necessary by the Engineer.

601-2.2 Payment (Page 555 of the SSPWC)

Payment for preparation of the traffic control plan will be made at the Stipulated Unit Price in the Bid item prices for “PHASE I TRAFFIC CONTROL” and “PHASE II TRAFFIC CONTROL”.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES

601-3.1 General (Page 555 of the SSPWC)

Add the following:

The Contractor shall provide, install, and maintain all the traffic control devices including signing, striping, marking, barricades, delineators, flashing arrow signs, and other devices deemed necessary for the protection of the vehicular and pedestrian traffic throughout the Project area as required by these Specifications and as directed by the Engineer. The Project area shall include the construction area and areas required for the advance signing and transitions to and from the existing traffic control and the construction traffic control.

Traffic control devices shall conform to latest approved version of the California MUTCD, <https://dot.ca.gov/programs/safety-programs/sign-specs>, and the Standard Plans.

When no longer required, all temporary traffic control devices installed and/or covered by the Contractor shall be promptly removed and/or restored by the Contractor.

Any action on the part of the Engineer in directing the Contractor's attention to any inadequacy of the required devices and services or any action of the Agency to alleviate the Contractor's inadequacies shall not relieve the Contractor from its responsibility for public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide

and maintain these devices and services and the Agency is required to alleviate said condition, the total charges of labor, equipment and materials, including overhead and transportation, accrued by the Agency for such work will be deducted from any monies due the Contractor.

The Contractor shall be responsible for maintaining traffic control devices in their proper positions at all times. The Contractor shall replace, repair or clean such devices whenever necessary in order to ensure and preserve their appearance and functionality. The Contractor shall remove and dispose of all damaged barricades, including those furnished and placed by the Agency.

601-3.5 Signs and Signage

601-3.5.1 General (Page 556 of the SSPWC)

Add the following:

The Contractor will furnish any necessary "No Parking" signs (signs) at no cost to the City. Signs shall be installed by the Contractor after approval for such by the Engineer. Signs shall be installed for each construction activity or operation, unless such activities or operations will occur within 2 Working Days of each other. Signs shall be posted a minimum of 48 hours in advance of the start of each "No Parking" restriction.

601-3.5.2 Payment (Page 556 of the SSPWC)

Replace the entire sentence with the following:

No separate or additional payment will be made for signs and signage. Payment shall be considered as included in the lump sum Bid item prices for "PHASE I TRAFFIC CONTROL" and "PHASE II TRAFFIC CONTROL".

601-3.7 Traffic Sign Enhancement Devices (Page 557 of the SSPWC)

Add the following subsection:

601-3.7.5 Portable Changeable Message Signs (PCMS) (Page 558 of the SSPWC)

Replace the first paragraph with the following:

PCMS shall be furnished, placed, operated, and maintained at the locations shown on the TCP or as directed by the Engineer.

601-3.7.6 Flashing Arrow Signs (Page 558 of the SSPWC)

Add the following:

Flashing arrow signs (flashing arrow installed, and maintained boards) shall be furnished, placed, operated, and maintained at the locations shown on the TCP or as directed by the Engineer.

601-3.7.8 Measurement (Page 558 of the SSPWC)

Replace the second paragraph with the following:

Portable changeable message signs and flashing arrow signs will not be measured separately for payment.

601-3.7.9 Payment (Page 558 of the SSPWC)

Replace the second paragraph with the following:

No separate or additional payment will be made for portable changeable message signs and flashing arrow signs. Payment shall be considered as included in the lump sum Bid item prices for “PHASE I TRAFFIC CONTROL” and “PHASE II TRAFFIC CONTROL”.

601-5 TRAFFIC LANE WIDTHS, CLEARANCES, AND OTHER REQUIREMENTS

601-5.1 General (Page 559 of the SSPWC)

Add the following:

Traffic lane requirements shall be as shown on the TCP and as follows:

For installation of traffic control devices during daylight and nighttime work hours, the Contractor shall conform to the latest approved version of the California MUTCD.

Access to existing residences shall be provided at all times. The contractor shall coordinate with property owners for limited driveway access.

Roadway may be reduced by one lane in each direction during daylight working hours.

Adjacent streets shall not be closed concurrently.

The Contractor shall provide and maintain 11-foot-wide minimum traffic lanes unless otherwise detailed in the TCP.

Temporary raised reflective markers shall be installed and maintained when existing striped roadways have been removed and left without striping overnight.

Steel traffic plates may be used during non-working hours. Warning signs W8-24 “STEEL PLATE AHEAD” signs shall be placed on all approaches to steel plates.

Lips greater than one inch created during construction which is to remain overnight shall be ramped with temporary asphalt concrete at a slope not to exceed 1:1.

The roadway shall be cold milled and/or paved to full width at the end of each day.

The Contractor shall provide flaggers as necessary, during performance of Work, to give adequate warning to road users of any changed field conditions to be encountered.

Add the following section:

601-7 STREET CLOSURES AND DETOURS

The Contractor shall comply with all applicable State, County and City requirements for the closure of streets. The Contractor shall provide flag persons and watch persons as required to control traffic and advise the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction.

At least 48 hours in advance of closing, or partially closing, or reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, traffic and engineering departments of jurisdictional agencies involved, and comply with their requirements. Proposed deviations from this procedure must first be approved in writing by the Engineer.

The Contractor shall submit in accordance with 3-8 its proposed schedules for street and lane closures, and its proposed methods for traffic control to comply with the requirements specified in 601-3.1 and 601-3.2. This submittal shall be made sufficiently in advance of any rerouting or diversion of traffic by the Contractor to allow for review and approval of the proposed traffic control by the Agency. Street closure schedules must be submitted 20 Days prior to closing any street.

Where streets in which storm drain, waterline, or sewer line conduit is being constructed are to be closed to through traffic, it shall be understood that such closures shall apply only to the portions of such streets where construction is actually in progress. Unless otherwise specified, the Contractor shall provide access for local vehicular and pedestrian traffic on streets closed to through traffic.

Any street or alley, which intersects the street in which mainline conduit construction work is being done and for which traffic requirements are not otherwise specified, may be closed at its intersection with the Work provided that two adjacent streets are not closed simultaneously. However, where the street in which mainline conduit construction work is being done is the only access to a cul de sac or dead-end street or alley, vehicular access thereto shall be maintained at all times.

Where access to the Work sites involves passage through locked gates, the Contractor shall furnish its own locks in order to provide passage through the gates while maintaining security.

Add the following section:

601-8 PAYMENT

Payment for the following items shall be considered as included in the lump sum Bid item prices for “PHASE I TRAFFIC CONTROL” and “PHASE II TRAFFIC CONTROL”.

- a) Furnishing, installing, maintaining, and removing traffic control devices not specified as individual Bid items.
- b) Furnishing, installing, maintaining, and removing temporary raised reflective markers.
- c) Removal and disposal of damaged barricades, including those furnished by the Agency, and
- d) All other work required by Subsections 600 and 601, and the Traffic Control Plans not included as a separate Bid item.

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 - MATERIALS

700-2 NOT USED. (Page 561 of the SSPWC)

Replace the entire subsection with the following:

700-2 REFERENCE SPECIFICATIONS. In addition to the requirements shown on the Plans, in the Standard Specifications, and in the Special Provisions, components shall conform, where applicable, to the following:

- a) “Los Angeles County Department of Public Works Traffic Signal Control Equipment Specifications,” February, 2015, hereinafter referred to as the “TS Equipment Specifications.” The TS Equipment Specifications are posted at:

<https://ftp.pw.lacounty.gov:8443/pub/OSD/LACO%20TSCES/LACO%20TSCES%202015%202-10%20final.pdf>

Wherever reference is made to regulations or codes, the reference shall be construed to mean the regulation or code that is in effect on the date of issuance of the Notice Inviting Bids for the Contract.

700-3 COMMON COMPONENTS.

700-3.3 Standards. (Page 561 of the SSPWC)

Replace the entire subsection with the following:

Standards shall conform to the Caltrans Standard Plans (2024 edition) and Caltrans Standard Specifications (2024 edition).

700-3.4 Mast Arms. (Page 564 of the SSPWC)

Replace the entire subsection with the following:

Mast arms shall conform to the Caltrans Standard Plans (2024 edition) and Caltrans Standard Specifications (2024 edition).

700-3.6 Pull Tape or Rope. (Page 564 of the SSPWC)

Replace the entire subsection with the following:

Pull tape shall be used to install wires or cables. Pull tape shall consist of a flat, woven, lubricated, soft-fiber polyester tape with a minimum tensile strength of 1,800 pounds (8,000 N) and shall have a painted sequential measurement marking at least every 3 feet (1 m).

Pull rope shall not be used unless otherwise approved by the Engineer.

700-3.7 Pull Boxes. (Page 565 of the SSPWC)

Replace the first paragraph with the following:

Pull boxes, covers and extensions shall be polymer concrete and shall conform to the details shown on Table 700-3.7 below and Figure No. 5, and Figure No. 6 included in Appendix C.

Pull boxes and covers shall be manufactured using polymer concrete material. Polymer concrete material shall consist of calcareous and siliceous stone, glass fiber, and thermo set polyester resin. The polymer concrete material shall conform to the requirements of Table 700-3.7.

The lockdown retrofit bracket should be manufactured using 3/16" gage galvanized steel.

Polymer concrete boxes shall be manufactured of polymer concrete material using male and female molds and reinforced using fiberglass mats. Polymer concrete covers shall be manufactured of polymer concrete material using matched die molds to produce a uniformly controlled dimensioned product. Covers shall consist of polymer concrete mixed with fiberglass strands for impact resistance and heat distortion. covers shall be designed to be bolted down to boxes or hot dipped galvanized steel brackets to retrofit existing concrete pull boxes.

Polymer concrete boxes shall withstand a vertical test load of 20,800 lb. (H 20-wheel load of 16,000 lb. plus 30% impact factor) load of over a 10"X20"X1/2" rubber plate backed with a 10"X20"X1" thick steel plate centered on the cover area. The test loading shall not cause any failure to the box. The box can be used with a pedestrian rated cover for 20,800 pounds load rated cover. Boxes and covers shall be "Federal standard color ID# 16640 concrete gray in color.

Polymer concrete material shall be tested by an independent testing laboratory for chemical resistance and mechanical properties listed below and pass the acceptance criteria as detailed in Table 700-3.7.

TABLE 700-3.7

TEST	TEST METHOD	VALUE
DESCRIPTION		(TYPICAL)
Accelerated Service Test	ASTM D756, Procedure "E"	Pass
Chemical Resistance	ASTM D543	No discoloration or Strength Loss
Flame	ASTM D635-91	Self- Extinguisher
Flexural Strength Ultimate	ASTM D790	19,000 Min. (Lbs per sq in)
Vicant Softening temperature	ASTM D 1525	No deformation
Initial Slip Resistance	ASTM C1028-07	0.60 Minimum
Impact Resistance	ASTM D2444	72 Ft-Lbs minimum
Simulated Sun Light Exposure	ASTM G154	Pass
Surface Flammability	ASTM E162	Less Than 25
Tensile Strength Ultimate	ASTM D638-03	3,000 Min. (Lbs per sq in)
Unit Weight	N/A	114-120 lbs/cu.ft
Water Absorption	ASTM D570	Less Than 0.2%

700-3.10 Services. (Page 566 of the SSPWC)

Replace the third paragraph of the subsection with the following:

Service equipment enclosures shall be anodized aluminum with a minimum 0.125 inch wall thickness.

700-4 STREET LIGHTING SYSTEM MATERIALS.

700-4.3 Splicing Units and Terminal Blocks. (Page 569 of the SSPWC)

700-4.3.3 Terminal Blocks.

Add the following:

Each separate lead, white (common), and colored wire shall be connected to each lamp receptacle terminal. Lead wires shall be 39-inch 14 AWG connecting to the terminal block specified herein.

Add the following subsection:

700-4.9 Light Emitting Diode (LED) Luminaires. New luminaires to be installed shall be the LED-type. LED luminaires shall be GE Lighting ERL1-0-09-C5-30-A-GRAY-G-L as shown on the Project Plans.

700-5 TRAFFIC SIGNAL MATERIALS.

700-5.2 Pedestals. (Page 577 of the SSPWC)

Replace the entire subsection with the following:

Pedestals shall conform to the requirements in the TS Equipment Specifications.

700-5.3 Conductors and Cable. (Page 577 of the SSPWC)

Replace the entire subsection with the following:

Conductors and cable shall conform to the specifications of Section 86-1.02F, “Conductors and Cables,” of the Caltrans Standard Specifications (2024 edition).

700-5.4 Controllers. (Page 582 of the SSPWC)

Replace the entire subsection with the following:

Controllers, controller cabinets, and auxiliary equipment shall conform to the requirements in the TS Equipment Specifications.

700-5.5 Traffic Signal Faces and Fittings. (Page 589 of the SSPWC)

700-5.5.4 Metal Signal Sections. (Page 590 of the SSPWC)

Replace the first sentence with the following:

Each metal signal section shall be provided with a metal visor and backplate and shall conform to the TS Equipment Specifications unless otherwise shown on the Plans.

700-5.5.5 Plastic Signal Sections. (Page 590 of the SSPWC)

Add the following as the first sentence of the first paragraph:

Plastic signal sections shall only be used if shown on the Plans.

Replace the second paragraph with the following:

Each plastic signal face shall be equipped with a plastic or metal visor unless otherwise shown on the Plans. Visors shall conform to 700-5.5.8. Plastic signal sections shall also be equipped with plastic backplates conforming to 700-5.5.10.2.

700-5.5.8 Visors. (Page 591 of the SSPWC)

Replace the last sentence of the first paragraph with the following:

Unless otherwise shown on the Plans, visors shall be the tunnel-type and shall conform to the Institute of Transportation Engineers (ITE) "Equipment and Material Standards", www.ite.org/standards/led/signals.asp.

700-5.5.10 Backplates. (Page 592 of the SSPWC)

700-5.5.10.3 Metal Backplates. (Page 593 of the SSPWC)

Replace the entire subsection with the following:

Backplates shall be constructed of 3001-14, half-hard, 1/16-inch minimum thickness aluminum sheet of the dimensions shown on Caltrans Standard Plan ES-4C (2018 edition). In fabricating backplates, the inside vertical edges, adjacent to the signal head shall be bent back to form mounting brackets for attaching to the signal head. Backplates shall be formed in 2 sections and bolted together with aluminum bolts, thus permitting installation after signal heads are in place. Aluminum bolts shall be peened after assembly to prevent loosening.

700-5.5.11 Circular Light Emitting Diode (LED) Signal Modules. (Page 593 of the SSPWC)

Replace the entire subsection with the following:

700-5.5.11.1 General. Circular light emitting diode (LED) signal modules shall conform to the requirements in the TS Equipment Specifications.

700-5.5.11.8 Certificate of Compliance. The Contractor shall submit a Certificate of Compliance and reports from ETL/Intertek that certify the LED signal modules conform to the TS Equipment Specifications with each shipment. The Contractor must also submit a data sheet

showing the exact catalog number of the items submitted and the independent lab report must show full qualification of this catalog number.

Add the following subsection:

700-5.5.11.9 Warranty. The Contractor shall provide a written warranty from the manufacturer which provides for replacement of modules that fail to function as intended due to defects in workmanship or materials, i.e. modules which exhibit luminous intensities less than the minimum specified in the TS Equipment Specifications, within 60 months of the date of installation. Replacement modules shall be provided within 5 Days after receipt of failed modules at no cost to the Agency.

700-5.6 Pedestrian Signal Sections. (Page 586 of the SSPWC)

700-5.6.2 Components.

700-5.6.2.4 Front Screens.

Replace the first sentence of the first paragraph with the following:

Front screens shall be provided on each signal face and shall be the Z-crate type conforming to Section 86-4.03B, "Front Screen," of the Caltrans Standard Specifications (2018 edition).

Add the following subsection:

700-5.6.7 LED Pedestrian "Countdown" Signal Module (PCSM).

700-5.6.7.1 General. LED Pedestrian "Countdown" Signal Module (PCSM) shall conform to the requirements in the TS Equipment Specifications.

700-5.6.7.2 Certificate of Compliance. The Contractor shall submit a Certificate of Compliance and reports from ETL/Intertek that certify the LED signal modules conform to the TS Equipment Specifications with each shipment. The Contractor shall also submit a data sheet showing the exact catalog number of the items submitted and the independent lab report must show full qualification of this catalog number.

700-5.6.7.3 Warranty. The Contractor shall provide a written warranty from the manufacturer which provides replacement of modules that fail to function as intended due to defects in workmanship or materials; i.e. modules which exhibit luminous intensities less than the minimum specified in the referenced ITE specifications within 60 months of the date of installation. Replacement modules shall be provided within 5 Days after receipt of failed modules at no cost to the Agency.

700-5.7 Signal Mounting Assemblies. (Page 598 of the SSPWC)

Replace the first two sentences of the first paragraph with the following:

Signal mounting assemblies shall consist of 1-1/2-inch standard steel pipes with bronze fittings. Each complete signal head of 3 sections or less shall be furnished with an 8-terminal, 4-position terminal block, mounted in the lower section. Signal heads of 4 or 5 sections shall be provided with a 12-terminal, 6-position terminal block mounted in the lower section. Stud-type terminal blocks shall have not less than 1/4-inch clearance from each edge to any portion of the stud.

Replace the second paragraph with the following:

Fittings, slip-fitters and rain-tight terminal compartments shall be cast bronze. Signal head mountings for side installations shall include the steel pipe assembly and terminal compartment. Other than as specified above, the terminal compartment shall be designed to bolt securely to the Standard. Each compartment shall be fitted with a terminal block containing 10 terminals of the stud-type, each plated brass terminal to be provided with 2 plated brass nuts and washers. Each terminal shall accommodate at least 5 No. 14 AWG conductors. A rain-tight cover shall be provided giving ready access to the terminal block. The terminal compartment shall be mounted on the Standard on the side away from traffic and parallel with the prolongation of the nearest curb face. For post-top mounting of two-way signal heads, the terminal compartment shall be cast with an integral slip-fitter. For post-top mounting of one-way signal heads, an offset slip-fitter without a terminal compartment shall be used. Slip-fitters shall fit over a 4-1/2-inch diameter tenon. Each slip-fitter shall be provided with 2 rows of set screws, 3 screws in each row, to secure assembly in plumb position. Set screws shall be 3/8 inch, 16 NC x 3/4-inch square head, cup point, cadmium plated. Signal heads shall have either integrally cast serrations or shall be equipped with positive lock rings and fittings designed to prevent heads from turning due to external forces. Connecting fittings shall have serrated contacts as shown on Caltrans Standard Plan ES-4D, "Electrical Systems (Signal Mounting)," (2024 edition).

700-5.9 Pedestrian Push Button Assemblies. (Page 601 of the SSPWC)

Replace the entire subsection with the following:

Pedestrian push button assemblies shall conform to Section 86-1.02U, "Pedestrian Pushbutton Assemblies," of the Caltrans Standard Specifications (2024 edition).

Plastic housings shall not be used.

All pedestrian push buttons shall be Accessible Pedestrian Signals (APS).

Accessible Pedestrian Signals (APS) shall conform to the provisions in Section 86-1.02T and 87-1.03T "Accessible Pedestrian Signals" of the Standard Specifications and these Special Provisions. The APS shall be two-wire Polara Navigator Accessible Pedestrian System (APS) or approved equal. All PPBs shall be Yellow in color and standard sign Option B shall be used. All APS shall include the custom message that includes Street Name for crossing each roadway

New pedestrian push buttons shall be installed where the existing push button is located and as noted in the intersection plans. Fasteners used shall be stainless steel tamper proof screws.

Pedestrian calls to the controller shall be independent, by phase, and not as concurrent thru-phase pairs. Pedestrian signal ground wires shall not have splices between the poles and the controller cabinet unless approved by the City Project Engineer or his representative in the field. All pedestrian signal ground wires shall be joined and grounded within the controller cabinet.

Contractor shall include and arrange to have a knowledgeable representative directly employed by the manufacturer of the APS, present at the signal turn-on to provide assistance for proper installation and PPBS functioning.

Add the following subsections:

700-5.10 Video Detection Systems (VDS).

700-5.10.1 General. This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using a single camera or multi-sensor detection system. The multi-sensor system shall utilize two different sensors of different technologies, video imaging and radar, to detect and track licensed and unlicensed vehicles at distances over 600 feet (180 meters). The sensor system shall fuse vehicle information from the two sensors to provide highly accurate and precise detection for simultaneous stop bar presence detection, advanced detection, and special or advanced applications. Additionally, the system shall output data related to the system operation and its detection information. Additional specifications for Vantage Apex Rack Mount CI included within Appendix C.

700-5.10.1.1 System Hardware. The multi-sensor detection system (MSDS) shall consist of up to four hybrid video camera/radar sensors or camera only sensors in any combination, a Cabinet Interface (CI) capable of processing from one to four sensors, one Power Injector (PI), input/output extension modules, surge suppressors, HDMI monitor and a pointing device, or any combination thereof. Additionally, a rack mounted unit for 33X style cabinets shall also be available incorporating both the above referenced Power Injector and Cabinet Interface capabilities into a single 19" EIA rack mounted unit.

The MSDS will be deployed at locations where site conditions and roadway geometry vary. The MSDS system may also be deployed at locations where existing cabinets or equipment exist. Existing site configurations will dictate the availability of cabinet space and MSDS usage.

700-5.10.1.2 System Software. The system shall include software that discriminately detects the presence of individual vehicles and bicycles in a single or multiple lanes using only the video image. Detection zones shall be defined using only an embedded software application. A monitor, a keyboard and a pointing device are used to place the zones on a video image. A minimum of 32 video detection zones and 16 radar detection zones plus 5 trip lines per sensor shall be available.

Additionally, the system shall include Artificial Intelligence (AI) algorithms which will detect, track and classify objects into a plurality of classes including, cars, buses, trucks, trailers, work vans, motorcycles, cyclists, pedestrians, emergency vehicles, scooters and mobility devices. There shall be no requirement to set any configuration for the AI algorithms. The AI algorithms will detect, track and classify object anywhere in the Field Of View (FOV) irrelative of direction or location within the intersection. The system will store data on the volume of each class in the Bin Data structure for future retrieval. The system will utilize advanced Artificial Intelligence (AI) algorithms to perform this and other functions.

A separate computer shall not be required to program the detection zones. In addition to creating vehicle and bicycle zones, the system shall automatically define a pedestrian crossing area in front of the stop bar zones. The system shall provide a tracking mechanism that counts pedestrian volume moving within this crossing area, and also determine the average, maximum, and minimum speed of pedestrians moving within this crossing zone for each direction of movement. The system shall also provide discrete outputs when pedestrians are in the crosswalk during normal crossing phases (one for each direction of travel) and when a red phase input has been detected. The system shall also provide a visual indication on the video image that a pedestrian is in the crosswalk.

All the functions described in this section and detailed elsewhere below will be performed in real time at the installation location of the MSDS.

700-5.10.1.3 The MSDS shall be made in the U.S.A. in compliance with FTA “Buy America” regulations.

700-5.10.2 MSDS Hardware Power Injector. The MSDS Power Injector (PI) shall be supplied by the MSDS manufacturer. All connections to the PI shall be on the front panel.

700-5.10.2.1 PI Power. The PI shall be powered from an 110V, 60 Hz supply. PI power consumption shall not exceed 10 Watts. The PI shall be approximately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum. PI to ground rod resistance may not exceed 20ohms.

700-5.10.2.2 Power Surge Suppression. The PI shall incorporate power surge suppression both on the input power and on the power supplied to the sensors. The PI shall be appropriately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum.

700-5.10.2.3 Power Management. The PI shall incorporate power management for the various parts of the MSDS such that if fault conditions are detected the power supply will safely shut down the power to that peripheral.

700-5.10.2.4 Power Isolation. The PI shall incorporate isolation switches for each sensor connection such that power to individual sensors may be manually disabled. The isolation switch shall incorporate an indicator to identify is power is active to the sensor.

700-5.10.2.5 Sensor Input. Each sensor shall be connected to PI via a two part terminal block. The sensor connector shall require no specialized tools to make the connect.

700-5.10.2.6 Sensor Cabinet Interface Connection. Connection from the PI to the CI for sensor inputs shall be via four RJ-45 sockets. The connection shall be made with standard Ethernet patch cables.

700-5.10.2.7 EM BUS Cabinet Interface Connection. Connection from the PI to the CI for EM Bus shall be via one RJ-45 socket. The connection shall be made with standard Ethernet patch cables. The PI shall provide an additional output connection via a RJ-45 connection for expansion of the EM Bus. The EM Bus connection will utilize a 7-segment display to show enumeration of the EM Bus. The RJ-45 sockets will utilize two LEDs to indicate various operations of the EM Bus.

700-5.10.2.8 Indicators. (1) The PI shall provide a LED indicator to show power is present. (2) The PI shall provide a LED indicator to show the status of the surge protection.

700-5.10.2.9 Operating Temperature. The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

700-5.10.3 MSDS Cabinet Interface. The MSDS Cabinet Interface (CI) shall be supplied by the MSDS manufacturer.

700-5.10.3.1 Hardware. The CI shall be supplied in following form factor. Shelf-Mount format; TS2 version. The CI shall be able to stand up on available shelf-space within the cabinet. All connections shall be made from the front of the CI.

700-5.10.3.2 CI Power. The CI shall be powered from an 110V, 60Hz supply. CI power consumption shall not exceed 60 Watts. The CI shall be appropriately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum. CI to ground rod resistance may not exceed 20ohms.

700-5.10.3.3 Operating Temperature. The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

700-5.10.3.4 On-Board Memory. The CI shall utilize non-volatile memory technology to store on-board firmware and operational data so that no data is lost during power interruptions.

700-5.10.3.5 Interfaces.

700-5.10.3.5.1 Extension Modules. Extension modules (EM) shall be available to eliminate the need of rewiring the detector rack, by enabling the user to plug an extension

module into the appropriate slot in the detector rack to provide additional open collector outputs. The EM shall be available in both 2- and 4-channel configurations. EM configurations shall be programmable from the CI. A separate I/O module shall also be available having 32 outputs through a 37-pin “D” connector on the front panel and 8 inputs through a 15-pin “D” connector using an external wire harness for expanded flexibility.

700-5.10.3.5.2 EM Power. The EM shall be powered by 12 or 24 volts DC. EM modules shall automatically compensate for either 12 or 24 VDC operation. The EM power consumption shall not exceed 3 watts.

700-5.10.3.5.3 The CI shall provide four ports for connection to the Power Injector. The sensors may be any combination of MSDS Sensor or VDS Camera Sensor. The connector shall be an RJ-45 type.

700-5.10.3.5.4 The CI shall provide 2 USB ‘A’ ports and 2 USB ‘C’ ports on the front panel. These ports can be utilized for various functions. For example, keyboard and mouse functions during system configuration, USB storage devices can be utilized for bin data and video collection. The USB ports shall not require special mouse software drivers. The USB ports shall be used as part of system setup and configuration.

700-5.10.3.5.5 The CI shall provide an output to a monitor. The port shall be HDMI. The native resolution of the monitor port shall be 1920 x 1080 (Full HD).

700-5.10.3.5.6 Communications. An Ethernet communications port shall be provided on the front panel. The Ethernet port shall be compliant with IEEE 802.3 and shall use RJ-45 type connector mounted on the front panel of the CI. The Ethernet communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. Each MSDS shall have the capability to be IP addressable. The CI shall support data rates of up to 100Mbps.

700-5.10.3.5.7 The CI shall provide an SDLC connection to the Traffic Controller. The connector shall be a ‘D-15’ type, in compliance with NEMA TS-2 specifications.

700-5.10.3.5.8 The CI shall provide an indicator when the SDLC port is active.

700-5.10.3.5.9 The CI shall provide an indicator when the unit has power.

700-5.10.3.5.10 The CI shall provide an indicator when the unit is on line.

700-5.10.3.5.11 The CI shall provide a Wi-Fi connection. The connection shall be over a standard 2.4GHz connection. The Wi-Fi connection shall be enabled and disabled by a switch on the CI. The CI shall provide an indicator when the Wi-Fi connection is active.

700-5.10.3.5.12 The CI shall provide a connection for a removable antenna. The antenna connection shall be a SMA Male type.

700-5.10.3.5.13 The CI shall provide system status via an on-board Organic Light Emitting Diode display. The display shall indicate various system parameters, such as sensor health, firmware version. The display will be enabled with a switch on the CI. The display will automatically disable 15 minutes after the button is pressed.

700-5.10.3.6 Firmware Upgrade. The CI shall enable the loading of modified or enhanced software through either the Ethernet or front-panel USB port (using a USB thumb drive) and without removing or modifying the CI hardware. The upgrade will affect all components of the system.

700-5.10.4 MSDS Multi-Sensor. The MSDS sensor shall be supplied by the MSDS manufacturer and consist of two components; a camera sensor and a radar sensor mounted in a single housing

700-5.10.4.1 The MSDS sensor shall utilize a single minimum 16AWG 110VAC rated cable for power, communications and video. Cable termination at the camera shall not require crimping or special tools. The cable termination shall only require a standard wire stripper and a screw driver. No connectors (e.g. BNC) shall be allowed.

700-5.10.4.2 Camera Sensor

700-5.10.4.2.1 The camera sensor shall allow the user to set the focus and field of view of the camera imager via the MSDS software. Sensor control from the controller cabinet shall communicate over a 16 AWG 3-core cable. No additional wires shall be required.

700-5.10.4.2.2 The camera imager shall produce a useable video image of the features of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.5 lux to 10,000 lux.

700-5.10.4.2.3 The camera imager electronics shall include automatic gain control (AGC) to produce a satisfactory image at night for the MSDS algorithms.

700-5.10.4.2.4 The camera imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.

700-5.10.4.2.5 The camera imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.

700-5.10.4.2.6 The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.

700-5.10.4.3 The camera imager shall be digital signal processor (DSP) based and shall use a CCD or CMOS sensing element and shall output color video with resolution of 1080P.

The color CCD or CMOS imager shall have a minimum effective area of 1920(h) x 1080(v) pixels.

700-5.10.4.3.1 The camera imager shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/60th to 1/90,000th second.

700-5.10.4.3.2 The camera imager shall utilize automatic white balance.

700-5.10.4.3.3 The camera imager shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

700-5.10.4.3.4 The horizontal field of view shall be adjustable from 4.5 to 48 degrees. The sensor camera lens shall be a 12x zoom lens with a focal length of 3.5mm to 35mm. The sensor lens should yield a rectilinear image.

700-5.10.4.3.5 The sensor camera lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

700-5.10.4.3.6 The sensor shall incorporate the use of preset positioning that store zoom and focus positioning information. The sensor shall have the capability to recall the previously stored preset upon application of power.

700-5.10.4.3.7 The camera imager shall be housed in a weather-tight sealed enclosure. The housing shall allow the sensor camera to be rotated to allow proper alignment between the sensor camera and the traveled road surface.

700-5.10.4.3.8 The sensor camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera sensor's field of view. The camera sensor enclosure with sunshield shall be less than 3.5" (89mm) diameter, less than 5.25" (133mm) long, and shall weigh less than 2.5 pounds (1.14kg) when the camera and lens are mounted inside the enclosure.

700-5.10.4.3.9 The enclosure shall be designed so that the pan, tilt and rotation of the camera sensor assembly can be accomplished independently without affecting the other settings.

700-5.10.4.3.10 Camera Lens. The camera sensor enclosure shall include a proportionally controlled Indium Tin Oxide (ITO) lens coating for the heating element of the front glass that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The transparent coating shall not impact the visual acuity and shall be optically clear. The glass face on the front of the camera sensor enclosure shall have an anti-reflective coating to minimize light and image reflections.

700-5.10.4.3.11 When mounted outdoors in the enclosure, the camera sensor shall operate satisfactorily in a temperature range from -30° F to +140° F (-34 °C to +60 °C) and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon DP system operation.

700-5.10.4.4 Radar Sensor

700-5.10.4.4.1 The radar sensor shall operate in the 24 GHz frequency band and shall operate without interference with other radar sensors connected to the MSDS.

700-5.10.4.4.2 The radar detection range shall be over 600 feet (180 meters) minimum, +/- 5%.

700-5.10.4.4.3 The radar sensor shall be able to track up to 64 independent objects simultaneously.

700-5.10.4.4.4 The radar sensor shall detect objects by utilization of four dimensions. Those dimensions shall be:

- Speed (Velocity)
- Distance (Range)
- Angle (Azimuth)
- Height (Elevation)

700-5.10.4.4.5 Object speed detection shall be within a range of 0 to 150 miles per hour +/- 1.0 miles per hour (240 km per hour ± 1.5 km per hour).

700-5.10.4.4.6 The radar sensor shall be able to detect vehicles in 1 to 6 traffic lanes.

700-5.10.4.4.7 The radar sensor shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the radar to be adjusted to allow proper alignment between the sensor and the traveled road surface.

700-5.10.4.4.8 When mounted outdoors in the enclosure, the radar shall operate in a temperature range from -30 oF to +165 oF (-34 °C to +74 °C) and a humidity range from 0% RH to 100% RH.

700-5.10.4.4.9 The radar sensor shall communicate with the sensor data combiner.

700-5.10.4.4.10 The radar sensor shall acquire its power from the sensor data combiner.

700-5.10.4.5 Both camera imager and radar sensors shall be housed in an overall, single enclosure assembly.

700-5.10.4.6 The overall size of the multi-sensor enclosure shall not exceed 14 inches x 15 inches x 17 inches (355mm x 380mm x 430mm).

700-5.10.4.7 The overall weight of the multi-sensor unit shall not exceed 11 pounds (5kg).

700-5.10.4.8 The effective projected area (EPA) shall not exceed 2.0 square feet (0.6 square meters).

700-5.10.4.9 The maximum power consumption for the multi-sensor assembly shall be less than 20 watts typical, 25 watts peak.

700-5.10.4.10 Recommended sensor placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the MSDS sensor should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet (107 meters) for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

700-5.10.4.11 The video signal shall be fully isolated from the sensor enclosure.

700-5.10.4.12 Sensor Data Combiner

700-5.10.4.12.1 A sensor data combiner that combines sensor information from both video and radar sensors shall be employed.

700-5.10.4.12.2 The sensor data combiner shall supply primary power to each sensor unit.

700-5.10.4.12.3 The sensor data combiner shall facilitate digital communications between the sensor data combiner and each of the sensor units.

700-5.10.4.12.4 The sensor data combiner shall get its primary power from AC power sourced from the PI using outdoor rated, 16AWG 110VAC cable.

700-5.10.4.12.5 The sensor data combiner shall communicate with the CI using a single outdoor rated, 16AWG 110VAC cable. Both video imaging and radar data shall use the single cable.

700-5.10.4.12.6 The sensor data signal shall be fully isolated from the mechanical enclosure

700-5.10.4.12.7 Cable terminations at the sensor data combiner shall not require crimping tools.

700-5.10.4.12.8 The sensor data combiner shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications.

700-5.10.4.13 A weather-proof protective cover shall be provided shall be provided to protect all terminations at the sensor.

700-5.10.4.14 The sensor assembly shall include a temperature sensor. The sensor will be polled by the MSDS every minute and will supply the current air temperature. The MSDS software will display this information on the On-Screen Display for each sensor.

700-5.10.5 VDS Camera Sensor. The VDS camera sensor shall be supplied by the VDS manufacturer.

700-5.10.5.1 The MSDS sensor shall utilize a single minimum 16AWG 110VAC rated cable for power, communications and video. Cable termination at the camera shall not require crimping or special tools. The cable termination shall only require a standard wire stripper and a screw driver. No connectors (e.g. BNC) shall be allowed.

700-5.10.5.2 The camera sensor shall allow the user to set the focus and field of view via the VDS software. Camera sensor control from the controller cabinet shall communicate over a single 16AWG 3 core cable. No additional wires shall be required.

700-5.10.5.3 The camera shall produce a useable video image of the features of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.5 lux to 10,000 lux.

700-5.10.5.4 The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night for the VDS algorithms.

700-5.10.5.5 The imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.

700-5.10.5.6 The imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.

700-5.10.5.7 The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.

700-5.10.5.8 The camera shall be digital signal processor (DSP) based and shall use a CCD or CMOS sensing element and shall output color video with resolution of not less than 540 TV lines. The color CCD or CMOS imager shall have a minimum effective area of 1920(h) x 1080(v) pixels.

700-5.10.5.9 The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the

electronic shutter. The electronic shutter shall operate between the range of 1/60th to 1/90,000th second.

700-5.10.5.10 The camera shall utilize automatic white balance.

700-5.10.5.11 The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

700-5.10.5.11.1 The horizontal field of view shall be adjustable from 4.5 to 48 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a 12x zoom lens with a focal length of 3.5mm to 35mm. The sensor lens should yield a rectilinear image.

700-5.10.5.12 The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

700-5.10.5.13 The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.

700-5.10.5.14 The camera shall be housed in a weather-tight sealed enclosure. The housing shall allow the camera to be rotated to allow proper alignment between the camera and the traveled road surface.

700-5.10.5.15 The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield shall be less than 3.5" (89mm) diameter, less than 5.25" (133mm) long, and shall weigh less than 2.5 pounds (1.14kg) when the camera and lens are mounted inside the enclosure.

700-5.10.5.16 The enclosure shall be designed so that the pan, tilt and rotation of the camera assembly can be accomplished independently without affecting the other settings.

700-5.10.5.17 Camera Lens

700-5.10.5.17.1 The camera enclosure shall include a proportionally controlled Indium Tin Oxide (ITO) lens coating for the heating element of the front glass that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The transparent coating shall not impact the visual acuity and shall be optically clear.

700-5.10.5.17.2 The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.

700-5.10.5.17.3 The glass face on the front of the enclosure will include a Titanium Dioxide self cleaning coating

700-5.10.5.18 When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -30° F to +140° F (-34 °C to +60 °C) and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon VDP system operation.

700-5.10.5.19 Power consumption shall be 15 watts typical and 20 watts or less under worst conditions.

700-5.10.5.20 Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet (107 meters) for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

700-5.10.5.21 The video signal shall be fully isolated from the camera enclosure.

700-5.10.5.22 Cable terminations at the camera for video and power shall not require crimping tools.

700-5.10.5.23 A weather-proof protective cover shall be provided shall be provided to protect all terminations at the camera. No special tooling shall be required to remove or install the protective cap.

700-5.10.5.24 The camera assembly shall include a temperature sensor. The sensor will be polled by the VDS every minute and will supply the current air temperature. The VDS software will display this information on the On-Screen Display for each camera.

700-5.10.6 MSDS Software

700-5.10.6.1 General System Functions

700-5.10.6.1.1 Detection zones shall be programmed via an embedded application displayed on a video monitor and a keyboard and a pointing device connected to the CI. The menu shall facilitate placement of detection zones and setting of zone parameters or to configure system parameters. A separate computer shall not be required for programming detection zones or to view system operation. All programming function shall occur on live video images and radar blips, no snapshots or still images are allowed.

700-5.10.6.1.2 The MSDS software shall store up to five completely independent detection zone patterns in non-volatile memory. The MSDS can switch to any one of the five different detection patterns within 1 second of user request via menu selection with the pointing

device. Each configuration shall be uniquely labeled and able to be edited by the user for identification. The currently active configuration indicator shall be displayed on the monitor.

700-5.10.6.1.3 The MSDS shall detect vehicles and bicycles in real time as they travel across each camera detection zone.

700-5.10.6.1.4 The MSDS shall detect vehicles in real time as they travel across each radar detection zone.

700-5.10.6.1.5 The CI shall automatically define a pedestrian crossing area, and track pedestrians in real-time as they travel across this pedestrian crossing area in both directions of the camera image. The CI shall count pedestrians moving left-to-right, and right-to-left. The CI shall measure the speed of pedestrians moving left-to-right, and right-to-left, and provide the minimum, maximum, and average speed of the pedestrians per the bin interval. These values shall be displayed on-screen for both directions, and an option shall be provided to the user to turn this on-screen display on or off. This data will be stored in local memory for later retrieval via a remote device. The data will be stored at the Bin Interval set in the system.

700-5.10.6.1.6 The CI shall automatically define the intersection approach and track vehicles in real-time as they travel across this area of the camera image. The CI shall classify the vehicle and count each type per the bin interval. This data will be stored in local memory for later retrieval via a remote device. The data will be stored at the Bin Interval set in the system.

700-5.10.6.1.7 The MSDS will incorporate the use of Artificial Intelligence (AI) to perform some or all of the various video detection and data collection functions.

700-5.10.6.1.8 The CI shall provide a discrete output when pedestrians are being tracked in the crosswalk. A separate output may be assigned to each direction of pedestrian travel.

700-5.10.6.1.9 The CI shall provide a discrete output when pedestrians are crossing against a red phase. The CI shall allow up to 4 phase inputs to be assigned to each crosswalk.

700-5.10.6.1.10 The MSDS shall accept new detection patterns from an external computer through the Ethernet port when the external computer uses the correct communications protocol for downloading detection patterns. A WindowsTM-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

700-5.10.6.1.11 The MSDS shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

700-5.10.6.1.12 The MSDS shall send its detection patterns to an external computer through the Ethernet port when requested when the external computer uses the appropriate communications protocol for uploading detection patterns.

700-5.10.6.1.13 The MSDS shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the video and/or radar signal.

700-5.10.6.1.14 The MSDS shall be capable of automatically detecting a low-visibility condition of the camera sensor such as fog and respond by placing all affected detection zones in a constant call mode. A user-selected alarm output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists. An On-Screen Icon will be displayed while the system is in this mode.

700-5.10.6.1.15 Up to 32 detection zones per camera input shall be supported and each detection zone must be user-sizeable to suit the site and the desired vehicle detection region.

700-5.10.6.1.16 Up to 16 detection zones per radar input shall be supported and each detection zone must be user-sizeable to suit the site and the desired vehicle detection region.

700-5.10.6.1.17 Up to 5 trip lines per radar input shall be supported and each trip line must be user-positionable to suit the site and the desired vehicle detection application.

700-5.10.6.1.18 The system shall provide a Group output. When a user defined number of vehicles are present in the radar FOV the system shall activate an output.

700-5.10.6.1.19 The MSDS shall provide up to 32 open collector output channels per camera and 16 open collector outputs per radar input using one or more extension modules.

700-5.10.6.1.20 The MSDS shall provide discrete outputs when pedestrians are being tracked in the crosswalk. An output may be assigned to pedestrians crossing from left to right and a separate output may be assigned to pedestrians crossing from right to left.

700-5.10.6.1.21 The MSDS shall provide a discrete output when pedestrians are crossing against a red phase. The MSDS shall allow up to 4 phase inputs to be assigned to each crosswalk.

700-5.10.6.1.22 A single video detection zone shall be able to replace multiple inductive loops and the video detection zones shall be OR'ed as the default or may instead be AND'ed together to indicate vehicle presence on a single approach of traffic movement.

700-5.10.6.1.23 When a vehicle is detected within a detection zone, a visual indication of the detection shall activate on the video and radar overlay display to confirm the detection of the vehicle for the zone.

700-5.10.6.1.24 Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, sensor placement, camera

image quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to sensor location or quality.

700-5.10.6.1.25 The MSDS shall provide dynamic zone reconfiguration (DZR). DZR sustains normal operation of existing detection zones when one zone is being added or modified during the setup process. The new zone configuration shall not go into effect until the configuration is saved by the operator.

700-5.10.6.1.26 Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

700-5.10.6.1.27 The RDS shall process the radar signals from each sensor at 50mS intervals. Multiple processors shall process all radar signals simultaneously.

700-5.10.6.1.28 The MSDS shall process the video input from each camera sensor at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.

700-5.10.6.1.29 The MSDS shall output a constant call during the background learning period of no longer than 3 minutes.

700-5.10.6.1.30 Detection zone outputs shall be individually configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

700-5.10.6.1.31 Up to eight detection zones per camera sensor view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the Ethernet port. The zone shall also have the capability to set a delay before the vehicle is counted. Timing parameters shall be user definable between 0.1 to 25.0 seconds. Bin interval is set to 15 minutes.

700-5.10.6.1.32 The system shall provide an automatic count function per lane for each movement of vehicles, which includes through moving, right, and left turning vehicles. Once standard detection zones have been configured the system will determine the path of vehicles and begin to track them. The data shall be stored at a bin interval of 15 minutes. The current count will be displayed on the video image. The current count display may be disabled by the user.

700-5.10.6.1.33 In addition, any valid detector output may be assigned to the automatic count. For each count the associated detector output will be pulsed for 100mS.

700-5.10.6.1.34 In addition to the count type zone, the MSDS shall be able to calculate average speed and lane occupancy for all of the video detection zones independently. These values shall be stored in non-volatile memory for later retrieval.

700-5.10.6.1.35 The MSDS shall automatically count Red-Light Running vehicles. The data will be recorded by lane and stored in 15 minute bin intervals. An optional channel output may be configured for each vehicle lane that is triggered when a red-light runner is detected.

700-5.10.6.1.36 The MSDS shall have an “advance” zone type where raw detection output duration to the traffic controller is compensated for angular occlusion and distance.

700-5.10.6.1.37 The MSDS shall employ color overlays on the video output.

700-5.10.6.1.38 The MSDS shall have the ability to show controller phase status (green, yellow, or red) for up to 8 phases. These indications shall also be color coded.

700-5.10.6.1.39 The user shall have the ability to enable or disable the display of the phase information on the video output.

700-5.10.6.1.40 The MSDS shall have the capability to change the characteristics of a detection zone based on external inputs such as signal phase. Each detection zone shall be able to switch from one zone type (i.e. presence, extension, pulse, etc.) to another zone type based on the signal state. For example, a zone may be a “count” zone when the phase is green but change to a “presence” zone type when the phase is not green. Another application would be zone type of “extension” when the signal phase is green and then “delay” when red.

700-5.10.6.1.41 The MSDS software shall aid the user in drawing additional detection zones by automatically drawing and placing zones at appropriate locations with only a single click of the mouse. The additional zone shall utilize geometric extrapolation of the parent zone when creating the child zone. The process shall also automatically accommodate lane marking angles and zone overlaps.

700-5.10.6.1.42 The radar sensor shall have the capability to control the output of each radar detection zone based on a minimum or maximum speed. The minimum speed can be set from 0 mph (0 kph) to 249 mph (400 kph). The maximum speed can be set between 1 mph (1 kph) to 250 mph (402 kph).

700-5.10.6.1.43 When the user wishes to modify the location of a zone, the MSDS software shall allow the user move a single zone, multiple zones or all zones simultaneously.

700-5.10.6.1.44 When the user wishes to modify the geometric shape of the zone, the MSDS software shall allow the user to change the shape by moving the zone corner or zone sides.

700-5.10.6.1.45 On screen zone identifiers shall be modifiable by the user. The user shall be allowed to select channel output assignments, zone type, input status, zone labels or zone numbers to be the identifier.

700-5.10.6.1.46 The MSDS shall have the capability to show pedestrian activity in the crosswalk through a visual indication on the video output.

700-5.10.6.1.47 The MSDS software shall support bicycle type zones where the zone can differentiate between motorized vehicles and bicycles, producing a call for one but not the other.

700-5.10.6.1.48 Bicycle zone types shall only output when a bicycle is detected. Larger motorized vehicles such as cars and trucks that traverse a bicycle zone shall not provide an output.

700-5.10.6.1.49 The MSDS software shall provide the ability to assign a separate output channel for bicycle zones to allow traffic controllers to implement special bicycle timing.

700-5.10.6.1.50 Placement of bicycle type zones in vehicle lanes shall be allowed.

700-5.10.6.1.51 Upon detection of a bicycle, the video output overlay shall indicate active detection as well as providing a unique bicycle detection identifier to visually distinguish bicycle detection versus vehicle detection.

700-5.10.6.1.52 Up to six bicycle detection zones per camera view shall have the capability to count the number of bicycles detected in addition to their normal detection function. The count value shall be internally stored for later retrieval through the Ethernet port.

700-5.10.6.1.53 Radar Zone Data Display

Current conditions for the 16 radar zones shall be displayed on the video. The conditions are; un-configured, configured and inactive and configured and active.

700-5.10.6.1.54 Radar Trip Line and Activity Display

Current conditions of the 5 trip lines and any warning flags from the radar shall be displayed on the video.

700-5.10.6.1.55 Radar Data Display

The speed of the last vehicle through the approach will be displayed on the video. The current count of vehicles passing the last trip line will be displayed on the video.

700-5.10.6.1.56 Radar Performance Display

Various icons will be deployed on the video stream as part of the On-Screen Display (OSD) to indicate radar operation. These will include Group Mode, Fallback Mode, No Radar Data and Radar Interference.

700-5.10.6.1.57 Video Performance Display

Various icons will be deployed on the video stream as part of the On-Screen Display (OSD) to indicate video operation. These will include Low Contrast Mode, Glare Mode, Video Constant Call, Alarm Activated, Algorithm Day and Night Short and Long Modes.

700-5.10.6.1.58 Automatic Turning Movement Counts

The system will display the Automatic Turning Movement count for the current bin interval as part of the On-Screen Display (OSD). The data can be disabled by phase.

700-5.10.6.2 User Interfaces

This section sets forth the minimum requirements for the MSDS to provide a single point interface to remote and local users. The MSDS shall also have the capability to stream up to eight simultaneous video streams over an Ethernet interface. These streams may be from individual sensors or a quad stream from all sensors.

700-5.10.6.2.1 The user interface shall provide capabilities to enable multiple rack-mounted detection processors to be locally and remotely accessed from a single point via an Ethernet connection.

700-5.10.6.2.2 The device shall allow the operator to view ten videos simultaneously or any one video by controls embedded in the MSDS.

700-5.10.6.2.3 The device shall allow the operator to view either individual video stream from each sensor or a quad video stream from all sensors by controls embedded in the MSDS.

700-5.10.6.2.4 Local user access to video detection programming shall be limited to the detection processor unit that is currently being displayed on the monitor.

700-5.10.6.2.5 All local programming and setup parameters for the video detection processor shall be user accessible through the interface unit without requiring the user to swap user interface cables between video detection processors.

700-5.10.6.2.6 Remote access to the device shall be through the built-in Ethernet port via access software running on a Microsoft Windows based personal computer.

700-5.10.6.2.7 Optional local programming and setup parameters for the video detection processor shall be user accessible through the interface unit with a Wi-Fi port via access software running on a Microsoft Windows based personal computer. The Wi-Fi connection shall be disable with a switch on the CI.

700-5.10.6.2.8 A Windows OS remote access firmware shall also be available for remote setup and diagnostics of the interface unit.

700-5.10.6.2.9 The MSDS shall support streaming video technology using H.264 standards to allow the user to monitor video detection imagery over the Ethernet interface. Motion JPEG streaming video shall not be allowed.

700-5.10.6.2.10 The interface unit shall allow eight independent streams, one from each detection processor, to be transported via Ethernet to four independent streaming video players simultaneously in Full HD (1080p) resolution.

700-5.10.6.2.11 The interface unit shall support the streaming and display of four concurrent streams in Full HD (1080p) resolution.

700-5.10.6.2.12 The interface unit video streams shall be compatible with ONVIF standards.

700-5.10.6.2.13 The interface shall allow the user to change the unit's Ethernet network settings of IP address, subnet mask and default gateway.

700-5.10.6.2.14 The MSDS shall allow the user to upload new application firmware through the use of the interface, remotely or on-site.

700-5.10.6.2.15 A Windows OS based application will be provided to remotely view video streams from the MSDS.

700-5.10.6.2.16 An iOS and Android based application shall be available to remotely access each configured MSDS on the agency's network. This application shall allow the user to choose between any number of pre-configured intersection locations. Using the iOS or Android device, the application will allow the user to view live video from any camera at that intersection, including vehicle and bicycle detections in real-time. The application will also allow the user to view individual intersection data, including turning movement counts and occupancy. The application will show each data set in time periods of day, week, or month, and have the capability of turning on or off right, left, and thru movement data for turning movement count data. The application will also allow the user to view current system diagnostic data, including the following, but not limited to; individual camera glare and low contrast information, system low contrast, constant call, alarm, reboots, logins, and menu access information.

700-5.10.6.2.17 A Windows based PC application shall be available to remotely access each configured MSDS on the agency's network. The application shall allow the user to choose multiple intersection locations to be displayed simultaneously on the screen. Intersections can be displayed in alphanumeric order. Groups of intersections can be configured to be displayed simultaneously to allow the user to monitor particular corridors of detection. Multiple groups may be configured in the application.

700-5.10.6.3 AI Classification Data

The system shall provide Road User Classification Data via Artificial Intelligence (AI) algorithms.

700-5.10.6.3.1 The AI Classification Data shall be automatically generated without the need for user configuration.

700-5.10.6.3.2 The AI Classification algorithm shall identify and store data for four classes of road user:

- Motorcycle
- Passenger Car
- Bus
- Truck

700-5.10.6.3.3 The AI Classification data shall be stored in the Bin Data table in 15 minute intervals and be available as put of the Real Time Data Stream in 60 second intervals.

700-5.10.6.4 Fusion

Where a MSDS Multi-Sensor is utilized the system shall use data from both the video and radar sensors to determine if a vehicle is present.

700-5.10.7 SDLC Functionality. This section sets forth the minimum requirements for a full-function BIU and integrated MSDS detection communication. The MSDS shall provide outputs to the controller of vehicle calls from DPs that reside within the detector rack.

700-5.10.7.1 Functional Capabilities. The MSDS shall have the capability of monitoring phase information and passing that information and other system data such as “time” from the controller to video detection processor modules. The DP shall also accept data from video processor modules and relay the information to the controller. The unit shall provide a maximum of 64 detector outputs to the controller via the SDLC interface.

700-5.10.7.2 Requirements

The module shall be in compliance with the following industry specifications:

- Transportation Electrical Equipment Specifications (TEES), August 16, 2002 (or latest edition), California Department of Transportation
- NEMA Standard Publication TS 1-1989 (or latest edition), Traffic Control Systems, National Electrical Manufacturers Association
- NEMA Standard Publication TS 2-2003, Traffic Controller Assemblies With NTCIP Requirements, Version 02.06 (or latest edition), National Electrical Manufacturers Association

700-5.10.7.3 Data Interfaces

The MSDS shall have two data interfaces:

- The interface to the controller shall be accomplished by the use of the TS-2 SDLC port and protocol in accordance with the TS-2 specifications. The module shall be able to be configured to respond to BIU addresses 8, 9, 10 and 11 or a combination thereof.
- The interface to communicate with card rack video detection processors shall be manufacturer specific.

700-5.10.7.4 SDLC Communication Indicators

One LED indicator shall be provided for the TS-2 SDLC interface. The indicator shall be used to inform the user of any communication activity on the SDLC port.

700-5.10.8 Real Time Data Stream

700-5.10.8.1 Data Streaming Mechanism

The MSDS shall employ a MQTT Publish/Subscribe model for publishing real time data. The Mechanism shall provide multiple data streams. Subscribers may subscribe to one or many of the data streams

700-5.10.8.2 Detection Zone Status

The MSDS shall provide the status of each configured detection zone at a 100mS refresh rate.

700-5.10.8.3 Channel Output Status

The MSDS shall provide the status of each configured channel output at a 100mS refresh rate.

700-5.10.8.4 Count Data

The MSDS shall provide the accumulated count for each configured count type zone and each automatically generated count, for example Automatic Turning Movement Counts at a 60S refresh rate.

700-5.10.8.5 AI Classification Data

The MSDS shall provide the accumulated count for each classification type at a 60S refresh rate.

700-5.10.9 Installation

700-5.10.9.1 The cable to be used between the sensor and the PI in the traffic cabinet shall be 16AWG, 3 core 110VAC, outdoor rated. This cable shall be suitable for installation in conduit or overhead with appropriate span wire.

700-5.10.9.2 The cabling between the Traffic Cabinet Interface (PI) and the Sensor Head shall allow distances of up to 750'.

700-5.10.9.3 The cabling between the Traffic Cabinet Interface (PI) and Sensor Head shall be a continuous run and shall not include the use of power injectors, signal boosters or repeaters between the two devices.

700-5.10.9.4 The detection sensor shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

700-5.10.10 Warranty

700-5.10.10.1 The supplier shall provide a limited three-year warranty on the MSDS.

700-5.10.10.1.2 During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

700-5.10.10.1.3 During the warranty period, updates to DP software shall be available from the supplier without charge.

700-5.10.11 Maintenance and Support

700-5.10.11.1 The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

700-5.10.11.2 The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on-site technical support services.

700-5.10.11.3 Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.

700-5.10.11.4 All product documentation shall be written in the English language.

700-5.11 Universal Time Base (UTB). UTBs shall conform to the requirements in the TS Equipment Specifications

700-5.11.1 2070-7G Universal Time Base Module (2070-7G UTBM).

This specification establishes the minimum requirements for 2070-7G Universal Time Base Module (2070-7G UTBM). 2070-7G UTBM shall conform to the requirements in the California Transportation Electrical Equipment Specifications, TEES 2009 ERRATA No.1, dated January 21st, 2010, <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/f0019521-tees-2009-errata1-a11y.pdf>.

700-5.12 Retroreflective Street Name Sign (RSNS).

700-5.12.1 General. RSNSs shall consist of an aluminum frame with a street name sign panel on both sides of the frame. Letters, figures, arrows, background, and borders shall be constructed of durable, wide-angle reflective sheeting, ASTM Type XI. The sign fixture and attachment devices shall be designed and constructed to prevent deformation or failure when subjected to 85 mph (136.7 km/hr) wind loads as set forth in the AASHTO publication, "Standard Specifications for Structural Supports of Highway Signs, Luminaires and Traffic Signals".

700-5.12.2 Materials. All ferrous parts shall be galvanized or cadmium plated, unless otherwise shown on the Plans.

700-5.12.3 Sign Panels. Sign panels shall be 18 inches (457.2 mm) in height (single legend) and 30 inches (762 mm) in height (double legend), 0.08 inch (2.032 mm) thick sheet aluminum (alloy 6061-T6 or alloy 5052 H36 or H38) cleaned and etched according to the manufacturer's recommendations before the application of the reflective sheeting. The length of the sign shall be sufficient as to allow a balanced and aesthetically pleasing legend and border, but in no case shall the sign be less than 4 feet (1.22 m) nor more than 8 feet (2.44 m) in length unless specifically approved by the Engineer.

700-5.12.4 Message. The visible message shall be displayed from both sides of the sign and shall be totally reflective. Signs shall have white legends, symbols, arrows and a 0.75-inch (19 mm) border on a green background. The legend shall be 8 inches (200 mm) uppercase, 6 inches (150 mm) lowercase, with a minimum size of Series C copy. Series D or E copy shall be used where the message length permits.

The style and spacing of letters, figures, and arrows shall conform to the current standards established by the Federal Highway Administration's (FHWA) Standard Highway Signs Book, "Standard Alphabets" section. It is available for downloading on the internet, <http://mutcd.fhwa.dot.gov/ser-shsmillennium.htm>. Side margins and spacing may be compressed when necessary to stay within the sign length.

The resulting panel shall have a white reflective legend and white reflective border on a field of reflective green. The green color used shall be the standard color employed for highway guide signs. No cut-out letters, margins, or letters shall be used.

The coloring of the sign shall conform to Federal Color Standard 595a, Color No. 14109. The green and white (silver) shall not fade or darken when the sign is exposed to an accelerated test of ultraviolet exposure equivalent to 2 years of outdoor exposure.

700-5.12.5 Sign Frames. Sign frames shall be fabricated using aluminum channels (alloy 6063-T5) of nominal size 1.25 inches x 1.25 inches (31.8 mm x 31.8 mm), 0.125 inch (3.2 mm) thick. Corners of the frame shall be mitered and shall be welded along all 3 joined faces to assure structural soundness and maximize water tightness. Welds shall be on the inside of the frame. Sign panels shall be riveted to the frame with anodized aluminum or stainless steel rivets, with the rivet spacing not to exceed 8 inches (200 mm). Rivet color shall be white or silver to approximately match the color of the sign panel into which they are set.

700-5.12.6 Brackets. Brackets shall be fixed length and adjustable length, 0.25 inch x 1.69 inches (6 mm x 40 mm) minimum. Brackets shall be provided with the 2-piece clamp shown on Figure 1. Three brackets shall be provided for signs longer than 6 feet (1.83 m). Brackets shall be provided with extensions if needed. All modifications shall be approved by the Engineer.

700-5.12.7 Oscillating Mast Arm Brackets. Signs shall be hung from mast arms with a 3/4 inch-wide, type 201 stainless steel strap bonding secured with a bonding buckle on one adjustable and one fixed length non-adjustable sign bracket. Units shall swivel 75 degrees in both directions, with self-lubricating bushings in hinge. Brackets shall be rated at 500 pounds

per set and be provided with extensions if needed. Brackets shall be Caltrans approved. For signs larger than 84 inches, a third adjustable bracket is required. All proposed modifications shall be approved by the Engineer. Banding shall be 0.030" thick, single banded. Brackets shall be 6061-T6 aluminum or better. All hardware shall be stainless steel and all nuts shall be nylock.

700-5.12.8 Sheeting.

- a) **General.** Sheeting shall be reflective, durable, full-cube, micro-prismatic sheeting, ASTM Type XI and shall exceed the standards of ASTM D4956. Sheeting shall have 100 percent efficient optical elements, returning a minimum 60 percent of available light, and shall perform at all sight distances (short, medium, and long).

All materials use in fabricating the signs shall be compatible and from the same manufacturer.

- b) **Process Colors.** The process colors (inks) used to manufacture retro-reflective street name signs shall be applied and approved by the sheeting manufacturer.
- c) **Premium Overlay Films.** The clear premium overlay film shall be graffiti-resistant, compatible with the sheeting, and, when used in accordance with the sheeting manufacturer's instructions, shall not reduce the warranty term.
- d) **Color Requirements.** Color shall conform to the requirements of ASTM D4956, Table 17. Luminance factors shall conform to Table 10 of the same section. Conformance to standard chromaticity (x, y) and luminance factor (Y percent) requirements shall be determined by the instrumental method in accordance with ASTM E1164 on the sheeting applied to smooth test panels cut from 6061-T6 or 5052-H38 aluminum alloy.

The values shall be determined on a HunterLab ColorFlex 45/0 spectrophotometer. Computations shall be done for CIE Illuminant D65 and the 2-degree standard.

- e) **Coefficient of Retroreflection.** All values shall meet or exceed the minimum coefficient of retroreflection (cd/lux/m²) shown in Table 700-5.12.8.

TABLE 700-5.12.8

White			Green		
	Entrance Angle			Entrance Angle	
Observation Angle	-4°	30°	Observation Angle	-4°	30°
0.2°	570	215	0.2°	57	21
0.5°	400	150	0.5°	40	15
1.0°	120	45	1.0°	12	4.5

- f) **Fractional Retroreflectance.** The optical design of the sheeting shall be such that when measured at an entrance angle of -4 degrees the fractional retroreflectance within a 2-

degree observation angle cone, as defined in ASTM E808 as R_T with $\alpha_{\max} = 2^\circ$, is at least 55 percent.

- g) **Shrinkage.** Retroreflective sheeting shall conform to the shrinkage requirements specified in ASTM D4956.
- h) **Adhesive.** Retroreflective sheeting shall conform to the liner removal and adhesion requirements specified in ASTM D4956.
- i) **Fungus resistance.** Retroreflective sheeting shall conform to the supplementary requirements contained in Section S1 of ASTM D4956.
- j) **Field Performance Requirements.** Retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection after cleaning is less than the minimum specified for that sheeting during that period.

For screen-printed transparent colored areas on white sheeting, the coefficients of retroreflection shall not be less than 70 percent of the values for the corresponding integral color. All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

- k) **Sheeting Warranty.** The Contractor shall provide a written warranty from the sheeting manufacturer that states the fabricated sign panel with substrate, retroreflective sheeting, and legend will perform effectively for a minimum of 12 years when fabricated in accordance with its recommendations. If the sign deteriorates during the field performance obligation period to the extent that: 1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision or 2) the coefficient of retroreflection after cleaning is less than the minimum specified, then the following shall apply:

The sign fabricator shall date all signs at the time of application of the sheeting. That date constitutes the start of the field performance obligation period.

- l) **Certificate of Compliance.** The Contractor shall furnish the Engineer with a Certificate of Compliance from the sheeting manufacturer. The certificate shall certify that the retroreflective sheeting conforms to the requirements of these Specifications. The certificate shall also include a copy of all applicable test reports.

700-5.13 Battery Back-Up System (BBS).

700-5.13.1 General. The Clary SP1250LX 72V Traffic UPS System is a turnkey, true on-line, solid state, microprocessor controlled power conditioner and Battery Backup System (BBS) or Uninterruptible Power System (UPS). The Clary SP1250LX features programmability via the operator control panel. The system is unique in that it

continuously regenerates and conditions the AC sine wave, where 100% of the power to the load, whether on utility or batteries, is generated by the on-board inverter. The Clary SP1250LX is capable of operating, up to its rated power level, in extreme environments with existing equipment on the street today including any and all signal heads (i.e., Incandescent, LED, Neon, etc.). The Clary UPS is manufactured in Monrovia CA and meets the made in America requirements. Where shown on plans, the SP1250LX Traffic UPS shall be furnished and installed in conformance with the following specification. Additional specifications included in Appendix C.

700-5.13.2 Operation.

- A. Unit shall be capable of on-site programming without the uses of attached computers.
- B. On-line technology shall be supported and 100% of the load shall flow through the inverter 100% of the time to isolate and protect the attached equipment.
- C. Power connection shall be made to the front or back of the UPS chassis to support NEMA or Rack Mounted cabinetry.
- D. The traffic system shall support an Online (Continuous operating mode which supports power outages in the full online mode).
- E. The traffic UPS shall be capable of providing continuous, fully conditioned and regulated sinusoidal (AC) power to selected devices such as signal controllers, modems, communication hubs, NTCIP adapters and video equipment
- F. Up to the maximum rating, the Traffic UPS shall be capable of supporting all cabinet systems, regardless of power factor rating, without overdriving the poorer power factor LED heads which may cause early degradation, low luminosity or early signal failure.
- G. Upon loss of utility power the Traffic UPS shall insert battery power into the system. In case of UPS failure and/or battery depletion, the UPS will drop out and, upon return of utility power the traffic control system will default to normal operating mode.
- H. The By-pass switch shall enable removal and replacement of the Traffic UPS without shutting down the traffic control system (i.e. "hot swap" capability). Connectors shall be equipped with a "safety interlock" feature.
- I. The UPS shall support generator input without going to batteries.
- J. The UPS traffic control system shall be capable of "cold starting", starting when no utility AC is available, i.e. starting while on batteries.
- K. Existing cabinet Flasher Modules and Flash Transfer Relays shall be utilized.
- L. To facilitate emergency crews and police activities, the Traffic UPS shall be compatible with the police panel functions.
- M. The Traffic UPS shall not duplicate or assume flash operation or flash transfer relay functions.
- N. The UPS shall deliver 120 V ac out +/- 3% with an AC input between 75 and 135 V ac with out discharging the batteries while operating in the true Online Mode.
- O. Zero transfer time.
- P. The SP1250LX shall support load increases to 1400 watts for ten seconds through the full NEMA temperature range of - 40o to + 74o C while on continuous battery operation.

700-5.13.3 Description. The Traffic UPS shall consist of three major components, the Electronics Module, the Utility By-pass Switch, and the Battery System.

2.0.1 The Electronics Module shall consist of the following:

- A. True sine wave, micro Processor controlled high frequency inverter utilizing IGBT technology.
- B. 3-stage, temperature compensated, battery charger.
- C. Local and remote control of UPS functions.
- D. Local and remote communications capabilities.
- E. Support capability to accept an NTCIP-ready adapter or to connect a Spread Spectrum Radio modem.
- F. Utility By-pass Switch for by-passing the UPS for repair or removal. The By pass switch must have a GFI and generator plug.

700-5.13.4 Battery System.

2.1.1 The battery shall be comprised of extreme temperature, deep cycle, AGM-VRLA (Absorbed Glass Mat - Valve Regulated Lead Acid) batteries that have been field proven and tested by the U.S. military.

2.1.2 The battery system shall consist of one string of 6 batteries of extreme temperature, deep cycle, AGM/VRLA (Absorbed Glass Mat/ Valve Regulated Lead Acid) batteries such as Clary Outpost™ batteries or equivalent.

2.1.3 Batteries shall be certified to operate at extreme temperatures from –40°C to +74°C.

2.1.4 The batteries shall be provided with appropriate interconnect wiring and corrosion-resistant mounting trays and/or brackets appropriate for the cabinet into which they will be installed.

2.1.5 The interconnect cables shall be protected with abrasion-resistant nylon sheathing.

2.1.6 The interconnect cables shall connect to the base module via a quick-release connector.

2.1.7 For purposes of safety and proper operation, the battery connector shall have interlocking pins to prevent turn-on if batteries are not connected, and to shut off the UPS should the batteries be disconnected.

2.1.8 Battery construction shall include heavy-duty, inter-cell connections for low-impedance between cells, and heavy-duty plates to withstand shock and vibration.

2.1.9 The top cover shall use tongue and groove construction and shall be epoxied to the battery case for maximum strength and durability.

700-5.13.5 Electrical Specifications.

3.1	Input Specification	
	Nominal Input Voltage	120 VAC, Single Phase
	Input Voltage Range	75 VAC to 155 VAC (without drawing energy from batteries)
	Input Frequency	50 or 60 Hz (+/- 5%)
	Input Configuration	3 Wire (Hot, Neutral & Ground)
	Input Current (Max. draw)	

	SP1250LX	10.4amps, Power factor corrected
	Input Protection	Input Fuse (20 amps)
3.2	Output Specification	
	Nominal Output Voltage	120 VAC, Single Phase
	Power Rating	
	SP1250LX	1.25KVA/875W
		1400W Peek load for 10 seconds (45 second interval)
	Dynamic Response	+/- 4% for 100% step load change
		0.5ms Recovery Time
	Output Frequency	50 or 60 Hz (+/- 5%)
	Output Configuration	Keyed, connectors and duplex receptacle
	Output Wave Form	True Sinewave
	Overload capability:	
	SP1250LX	110% for 10 minutes, 200% for 50MS
	Fault clearing	Current limit and automatic shutdown
	Short circuit protection	Current limit and automatic shutdown
	Efficiency	85% at full load
	Load Power Factor	.99 lagging through unity to .99 leading

700-5.13.6 Physical Specifications, UPS Electronics Modules.

4.1 Dimensions:

SP1250LX Width = 19", Depth = 10.12", Height = 3.5"

4.2 Weight:

SP1250LX UPS: 20 lbs, Shipping weight: 25 lbs.

700-5.13.7 Environmental Specifications.

5.1 The UPS shall meet or exceed NEMA temperature standards from -40°C to +74°C.

5.2 The UPS shall be certified and field proven to meet or exceed NEMA temperature standards. A certificate of compliance shall be made available upon request.

700-5.13.8 Battery Specifications.

5.1 The battery system shall be certified and field proven to meet or exceed NEMA temperature standards from -40°C to +74°C.

5.2 Ampere-Hour ratings (see table 1)

5.3 Hydrogen gas emissions: must meet Mil-Spec, MIL-B-8565J

5.4 Weight and Dimensions: (see table 1)

Clary OUTPOST™ Batteries*

Six Battery, 72Volt Sets	Estimated Runtime (Assumes 77°F / 25°C, to 1.75 volts per cell). 72 Volt Systems	Unit Weight	Overall Dimensions Per Battery Inches(cm.)
---	--	------------------------	---

Clary Model	Volts/ A-hrs.	300 Watts	500 Watts	700 Watts	875 Watts	Lbs. (Kg.)	Length L	Width W	Height H
OP72C-41*	12 VDC/ 41 A-h	6.5 Hrs.	4.0 Hrs.	2.5 Hrs.	1.8 Hrs.	29 (13.2)	7.72 (22.40)	5.25 (13.72)	7.91 (22.14)

*OP72C battery sets include **six (6) OPB-1241** batteries per set, wired in series.

700-5.13.9 Communications, Controls & Diagnostics.

7.1 Alarm Function Monitoring: The traffic UPS shall come standard with a DB-9F connector with open collectors (40 V @ 20 MA) indicating: loss of utility power, Inverter failure, or low battery condition and USB connectivity for system up/down loads.

7.2 An RS232 Interface shall be provided via a DB-9F connector allowing full, interactive, remote computer monitoring and control of the UPS functions.

7.3 Front Panel Controls: Power ON, Cold Start, Alarm Silence, Battery Test, Bypass Breaker, and DC/Battery Breaker, Battery Test Points, Auxiliary Temperature Connector, and Programmable Keys.

700-5.13.10 Reliability.

8.1 Calculated MTBF is 100,000 hours based on component ratings.

8.2 When Bypass Switch is included, system MTBF increases to 150,000 hours.

700-5.13.11 Optional Devices.

9.1 Internal SNMP option providing TCP/IP capability to internet.

9.2 Fast Battery Charger

9.3 Cabinet- attached drawing of top mount cabinet

700-5.13.12 Serviceability & Maintainability.

11.1 MTTR (Mean-Time-To-Replace or Repair)

Electronics: 15 minutes or less

Battery System: 15 minutes or less

700-5.13.13 Warranty. Standard warranty terms cover entire Traffic UPS.

Electronics; terms are three years parts and labor F.O.B. factory. No provision of this warranty shall cover batteries. However, battery manufacturer's warranties will be passed through to the customer whenever applicable. The Contractor shall consult Factory Service for more details. The Contractor shall submit the manufacturer's written warranties to the Engineer prior to completion of the Work.

700-5.13.14 Manufacturer.

The manufacturer of the *SP1250LX*, Traffic UPS Systems shall be Clary Corporation, located at 150 E. Huntington Drive., Monrovia, CA 91016 . All repairs must be made at the manufacturers plant in Monrovia CA. Clary will repair inverters in excess of 15 years in service.

SECTION 701 - CONSTRUCTION

701-1 GENERAL. (Page 592 of the SSPWC)

Add the following after the first paragraph:

At any given intersection, all Standards shall be erected; foundations, except foundations for controllers, capped; and surfaces restored within 30 Working Days of commencing excavation or breaking concrete.

701-2 MAINTENANCE OF EXISTING AND TEMPORARY SYSTEMS. (Page 592 of the SSPWC)

Replace the entire subsection with the following:

The Contractor shall, during the progress of the Work, maintain temporary street lighting and traffic signal systems. The Contractor shall maintain all existing traffic and street name signs within the right of way in their original location or at an alternate location approved by the Engineer. Any signs lost or damaged by the Contractor shall be replaced by the Contractor at its own expense.

701-8 FOUNDATIONS, FOUNDATION CAPS AND SLABS.

701-8.2 Foundations. (Page 604 of the SSPWC)

Add the following:

Contractor shall be responsible for utility potholing at all new traffic signal standard and cabinet locations to ensure the location is clear of any conflicting utilities.

701-8.6 Payment. (Page 605 of the SSPWC)

Replace the entire subsection with the following:

Payment for foundations, including protection devices, bolt circles, utility potholing, reinforcement and foundation cap, shall be included in the Contract Unit Price for “NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET”.

701-10 STANDARDS, PEDESTALS, AND MAST ARMS.

701-10.1 General. (Page 596 of the SSPWC)

Add the following:

Traffic signal standards shall be located no closer than 30 inches from the centerline of the pole to curb face, unless otherwise shown on the Plans.

701-12 CONDUIT.

701-12.1 General. (Page 597 of the SSPWC)

Replace the first paragraph with the following:

Conduit and fittings shall conform to 700-3.5 and shall be Schedule 80 PVC, or if approved by the Engineer, rigid galvanized steel. Conduit shall be installed by directional boring unless otherwise approved by the Engineer.

Replace the first three sentences of the second paragraph with the following:

Conduit shall be placed at a depth of not less than 30 inches (750 mm) nor more than 60 inches (1500 mm) below the gutter flow line grade, except that conduit placed behind a curb shall not be less than 18 inches (450 mm) nor more than 36 inches (900 mm) below the top of curb. Conduit placed under railroad tracks shall not be less than 60 inches (1500 mm) below the bottom of the ties.

Replace the sixth paragraph with the following:

Detector, telephone interconnect, street lighting, direct interconnect, load-side electrical service, traffic signal foundation and inductive loop detector and stub-out conduit shall be 2-inch (50 mm) nominal size unless otherwise shown on the Plans. Conduit that is crossing a roadway or alley, or which is a lateral or in a controller cabinet, shall be 3-inch (75 mm) nominal size unless otherwise specified or shown on the Plans. Line-side electrical service conduit shall be of the size specified by the servicing utility.

Replace the last sentence of the tenth paragraph with the following:

No joint compound shall be used on threads of conduits before fittings are placed thereon.

Add the following:

Conduit shall terminate in a pull box except for inductive loop detector stub-out conduit within a roadway.

701-12.2 Rigid Metallic Conduit. (Page 598 of the SSPWC)

Replace the last sentence of the fourth paragraph with the following:

Caps and bushings shall conform to Section 86-1.02B, “Conduit and Accessories,” of the Caltrans Standard Specifications (2024 edition).

701-12.4 Rigid Non-Metallic Conduit. (Page 598 of the SSPWC)

Add the following:

PVC conduit systems shall include the installation of a ground rod at the terminus of each crossing within the respective pull box. These ground rods are in addition to the required ground rods at the controller cabinet and electrical service. With the approval of the Engineer, multiple PVC conduit systems may share a common ground rod provided there is a minimum of one ground rod per corner of the intersection.

PVC conduits shall be terminated with a bell end.

Ground rods shall be 8 feet long, 1/2 inch in diameter, and copper clad.

701-12.7 Payment. (Page 599 of the SSPWC)

Replace the entire subsection with the following:

The Contract Unit Price for each size of conduit shall be included in the Contract Unit Price for “NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET”, including any necessary excavation and backfill, horizontal directional boring, trenching, jacking, restoration, permanent surfacing, and all other incidentals necessary to complete the work performed under this Section.

The Contract Unit Price “NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET” shall also include any exploratory excavations (potholes) the Contractor deems necessary for installation of conduit using directional boring or other method. No separate payment for such potholes for said purpose will be made. The Engineer may direct the Contractor to perform exploratory excavations (potholes) where the location of a utility as marked pursuant to Government Code 4216 differs from its location as shown on the Plans. Payment for such will be made on the basis of Extra Work.

701-13 WIRES, CONDUCTORS AND CABLES.

701-13.1 General. (Page 599 of the SSPWC)

Add the following:

Sufficient conductors shall be provided to perform the operation of the signal and lighting system.

701-13.2 Splices. (Page 599 of the SSPWC)

Replace the first two sentences of the first paragraph with the following:

When splicing is required, splices shall be made only within pull boxes and Standard bases. A minimum of 2 feet of conductor shall be between the splice and the end of the conduit.

All splices shall be twisted or crimped and soldered.

Add the following:

Splices between stranded and solid wire shall be made by cleaning the bare conductors, twisting the wires together for a mechanical bond, applying a non-corrosive paste flux and soldering to completely fill all voids. A wire nut shall then be twisted over the soldered connection and encapsulated within an epoxy pack to form a complete waterproof connection.

Fused splice connectors shall not be used in series circuits. Fuses shall be standard midget, ferrule type and shall be rated as follows:

5A for 150W lamps

5A for 200W lamps

10A for 250W lamps

10A for 310W lamps

10A for 400W lamps

The splice connector shall completely enclose the fuse and shall protect the fuse against damage from water and weather. The contact between the fuse and fuse holder shall be by spring pressure. Springs shall not be a part of the current carrying circuit. The terminals of the splice connector shall be rigidly crimped, using a tool of the type recommended by the manufacturer of the fused spliced connector, to the line and ballast conductors. The terminals shall be insulated and made waterproof in accordance with the splice connector manufacturer's recommendations.

701-13.3 Bonding and Grounding. (Page 600 of the SSPWC)

Add the following:

A separate equipment grounding conductor shall be installed to connect the equipment grounding terminal/buss of the traffic signal controller cabinet to the terminal/buss to which the grounded service conductor is connected in the traffic signal service.

The equipment grounding conductor shall be Type "THWN" or Type "THW", No. 6 AWG stranded copper wire continuously green in color and shall be un-spliced and continuous from the service to the traffic signal cabinet.

701-13.4 Payment. (Page 601 of the SSPWC)

Add the following:

Where conductors are required to perform the functional operation of signal and lighting equipment, payment for furnishing and installing conductors from the nearest pull box or from the controller, in the absence of a Bid item or items for conduit, shall be considered as included in the Contract Unit Price for "NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET".

701-17 TRAFFIC SIGNAL CONSTRUCTION.

701-17.2 Controllers. (Page 603 of the SSPWC)

701-17.2.1 General.

Replace the entire subsection sentence with the following:

The Contractor shall supply the controller cabinet and all auxiliary equipment required to provide a complete functioning controller unless otherwise specified on the Plans.

701-17.4 Wiring, Conductors and Cable. (Page 603 of the SSPWC)

701-17.4.1 General.

Delete the last sentence of the seventh paragraph.

Delete the eighth paragraph.

Add the following:

Three spare No. 14 AWG conductors shall be provided throughout the traffic signal system. The ends of spare conductors shall be doubled back and taped. Where traffic signal cable is used exclusively, the 3 individual spares may be deleted.

For a signal Standard with a luminaire, a fused disconnect spliced connector shall be installed in each pull box adjacent to the Standard and shall be readily accessible in the pull box regardless of whether the ballast is remote or is integral with the luminaire. The connector shall have no exposed metal parts.

Three-conductor cable (3CSC), 5-conductor cable (5CSC), and 12-conductor cable (12CSC) may be installed if so approved by the Engineer. No other traffic signal (TS) multi-conductor cable will be accepted unless otherwise approved by the Engineer.

TS cable shall not be installed in traffic signals with pre-existing individual conductors unless otherwise approved by the Engineer.

Multi-conductor TS cables shall be continuous from the controller cabinet termination to a pole mounted terminal compartment or pedestrian push button (PPB). For pole-top mounted TS heads without terminal compartments, the TS cable shall be terminated directly to the terminal block in the TS head. Splicing in the pull boxes will not be allowed.

A continuous 3CSC shall be installed from each PPB to the controller cabinet. A 5CSC may be used if recommended by the APS manufacturer.

A continuous 12CSC shall be installed from each TS standard bearing TS vehicle and/or pedestrian head to the controller cabinet. In the event that the TS standard carries more than two (2) vehicle and/or (2) pedestrian phases, a second 12CSC shall be installed.

The ultimate destination location of each TS cable, as shown on the Plans, shall be identified by mechanical durable means near its terminus in the controller cabinet and in every pull box, i.e., LOC 1, LOC 2, etc. In the event that a TS standard has multiple cables, each cable shall be uniquely identified, and its ultimate destination included, i.e., LOC 1 A, LOC 1 B, etc. The method shall be approved by the Engineer.

A continuous 5CSC shall be installed from the terminal block in each mast arm mounted head to the pole mounted terminal compartment. In the event that a mast arm mounted head has indications for more than one phase, another 5CSC shall be installed for each additional phase on the respective mast arm mounted head.

701-17.5 Signal Heads. (Page 605 of the SSPWC)

701-17.5.1 General.

Replace the second paragraph with the following:

Indications shall be 12-inch (300 mm). Visors are required on all signal heads.

701-17.5.3 Visors.

Replace the entire subsection with the following:

Tunnel type visors shall be used for all signal indications unless otherwise shown on the Plans.

701-17.7 Pedestrian Signals. (Page 607 of the SSPWC)

701-17.7.1 General.

Replace the second sentence with the following:

Non-functioning pedestrian heads at signalized crosswalks shall be covered with a material approved by the Engineer.

701-17.7.2 Pedestrian Push Buttons.

Add the following:

When pedestrian signal heads are modified or installed, pedestrian push button signs shall conform to the pedestrian signal message indications shown on Caltrans Standard Plan ES-5C (2024 edition) and to the requirements of the Americans with Disabilities Act (ADA).

The mounting height shown on Caltrans Standard Plan ES-7A and the size of the push button shown on Caltrans Standard Plan ES-5C shall be modified so that the pedestrian push button is installed no higher than 42 inches (1.07 m) from the finished sidewalk.

New pedestrian push buttons shall be Accessible Pedestrian Signals per section 700-5.9.

The housing shall be conical in shape and shall be coated with powdered paint.

Add the following subsection(s):

701-17.9 Video Detection System (VDS).

701-17.9.1 General. VDSs shall conform to 700-5.10.

701-17.9.2 Installation, Inspection, Testing, and Training. Installation shall conform to the manufacturer's written instructions unless otherwise approved by the Engineer. Proof of factory certification shall be provided to the Engineer.

Equipment shall be installed directly on signal mast arms, luminaire mast arms, or traffic signal poles. Only one camera shall be mounted on a signal mast arm or luminaire mast arm. Extension rods shall only be installed if approved by the Engineer and shall not place the top of the camera more than 36 inches above the signal mast arm or luminaire mast arm.

The Contractor shall test each item after installation to ensure that the equipment has been installed without damage and operates correctly.

Upon the completion of the installation of each component, the Contractor shall perform an isolated test and inspection to demonstrate that all components function properly and comply with the requirements of the Specifications and/or approved submittal(s). Each component shall

be tested separately. Successful completion of this portion of the acceptance test shall be required for each component.

Systems acceptance testing shall only be performed in the presence of the Engineer and other designated Agency representatives. Contractor shall complete acceptance testing for each intersection location. A location will be deemed acceptable with a continuous quality of 98 percent or better for a consecutive seven-day period as reported by the data generated by the manufacturer's Central software and by the applicable reports associated with the respective locations.

Live video with the detection overlaid is required for field verification of the system.

The central control must transmit and receive all information needed for detector setup, monitor the vehicle detection, view the vehicle traffic flow and interrogate all required stored data.

The Contractor shall arrange for post-installation training for personnel of the Agency in the operation, set up, and maintenance of the VDS. The VDS and its support hardware/software is a sophisticated leading-edge technology system. Proper instruction from certified instructors is required to ensure that the Agency has complete competency in system operation.

All documentation shall be provided in electronic format suitable for online or offline use and be in the English language.

701-17.13 Universal Time Base (UTB).

701-17.13.1 General. UTBs shall conform to 700-5.11.

701-17.13.2 Installation. Installation shall conform to the manufacturer's written instructions unless otherwise approved by the Engineer.

701-17.14 Retroreflective Street Name Sign (RSNS).

701-17.14.1 General. Contractor shall coordinate sign layout with City prior to ordering RSNS.

701-17.14.2 Installation. Where shown on the project plans, RSNSs shall be mounted on 8' clamp-on straight mast arms in accordance with Figures 1 and 4 included in Appendix C.

701-17.14.3 Payment. Payment for RSNSs will be included with the Contract Unit Price for "NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET." The Contract Unit Price shall include furnishing and installing each RSNS.

701-17.15 Battery Back-Up System (BBS).

701-17.15.1 General. BBSs shall conform to 700-5.13.

701-17.15.2 Installation. The Contractor shall schedule tie-ins, alterations, or replacement of existing services so as to reduce the out-of-service time to a minimum. Electrical shutdown of any traffic signal system (partial or in its entirety) shall require the prior approval of the Engineer. All work shall be done in a manner to minimize any shut down of the traffic signal system.

The Contractor shall coordinate its work with any work to be performed by Southern California Edison.

A pad mounting base for attachment to a concrete foundation and anchoring bolts shall be included in each new service cabinet installation. The bolt hole pattern for mounting the service cabinet to the pad mounting base shall be 30-3/4 inches wide by 12-1/4 inches deep on-center.

701-17.15.3 Inspection and Testing. Prior to completion of the Work, the Contractor shall perform functional testing of the underground electrical service and BBS at each location in the presence of the Engineer. A functional test of the BBS shall be performed demonstrating the functionality of each and every part of the system as specified. The functional test for each BBS shall include not less than 30 minutes of continuous, satisfactory traffic signal operation powered by the BBS set in a manner to simulate an electrical outage. The AC input voltage shall not be allowed to furnish current to charge the batteries during this testing operation. At the conclusion of this test, operating parameters of the BBS shall be measured to determine compliance with the Specifications. If noncompliant, the condition shall be corrected and the test shall be repeated until satisfactory operation is obtained. The Contractor shall be present throughout the entire duration of these tests. The Contractor shall remain ready to reestablish normal line voltage in the event of a failure of the system and to take alternate corrective action if needed.

The Work will not be considered as complete, as specified in 6-8.1, until a functional test clearance is given by the Engineer.

701-17.15.4 Payment. Payment for BBSs will be included with the Contract Unit Price for "NEW TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET". The Contract Unit Price shall include furnishing and installing each BBS.

701-18 TESTING.

701-18.1 General. (Page 608 of the SSPWC)

c) Megger.

Replace the entire paragraph with the following:

A megger test at 500 volts DC shall be performed on each circuit between the circuit and a ground. The insulation resistance shall not be less than 10 megaohms on all circuits, except for

inductive loop detector circuits which shall be tested for continuity, circuit resistance and insulation resistance at the pull box before filling slots. After splicing, each loop circuit shall be tested for continuity, circuit resistance and insulation resistance at the controller cabinet location. The loop circuit resistance shall not exceed 0.5 ohms plus 0.35 ohms per 100 feet of lead-in cable. The insulation resistance shall not be less than 100 megaohms.

d) Functional.

Add the following:

Prior to energizing new or modified signal systems, all equipment and signal displays, as shown on the Plans and/or specified in the Specifications, shall be installed and operable. Energizing shall be done between 9:00 a.m. and 2:00 p.m. on a day not followed by a Saturday, Sunday, or legal holiday, unless otherwise approved by the Engineer. Notification shall be given to the Engineer 48 hours prior to the date and time requested for energizing.

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”

EQUIPMENT DETAILS & CUT SHEETS

FIGURE NO. 1- RETROREFLECTORIZED STREET NAME SIGN

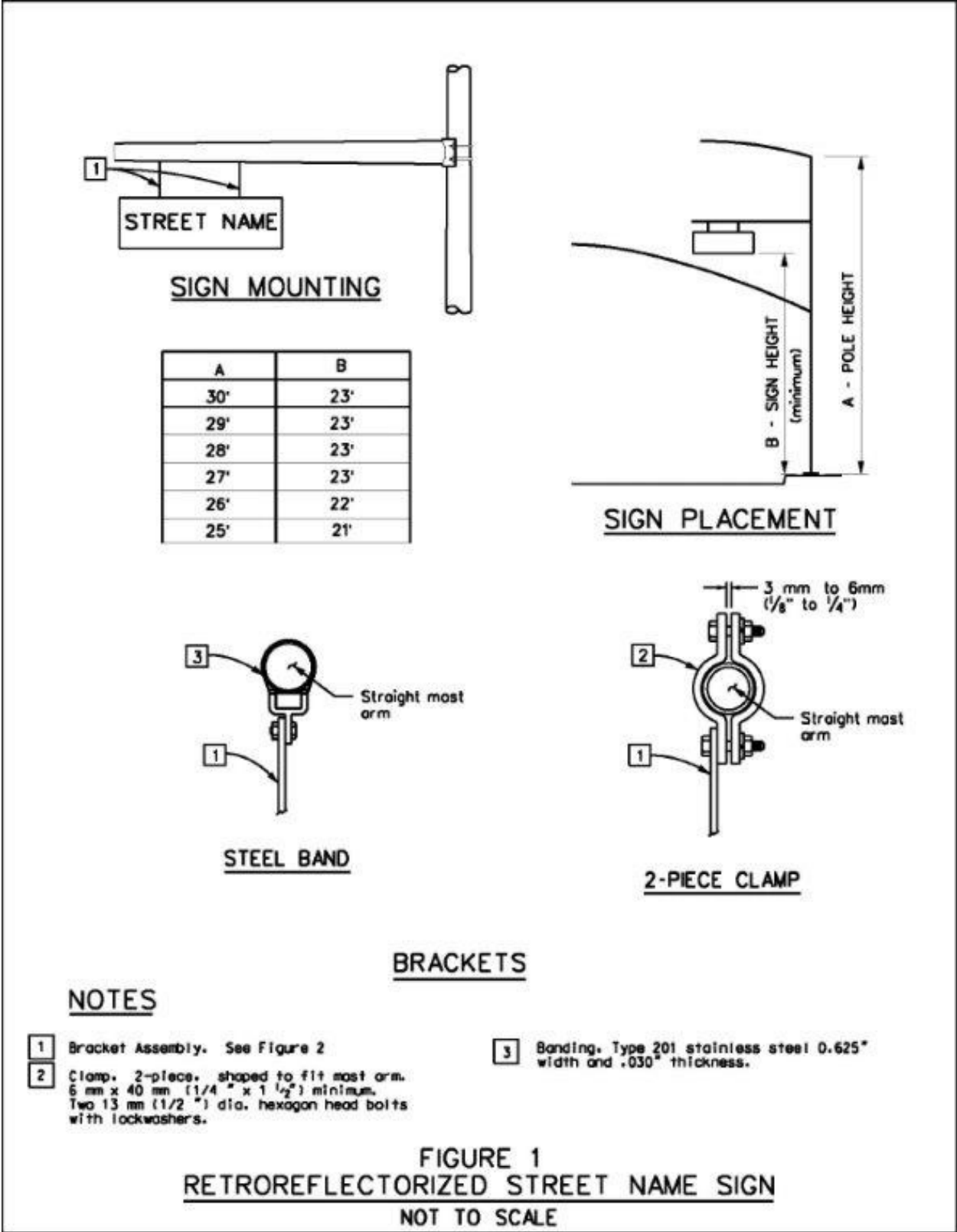


FIGURE NO.4 – RETROREFLECTORIZED STREET NAME SIGN

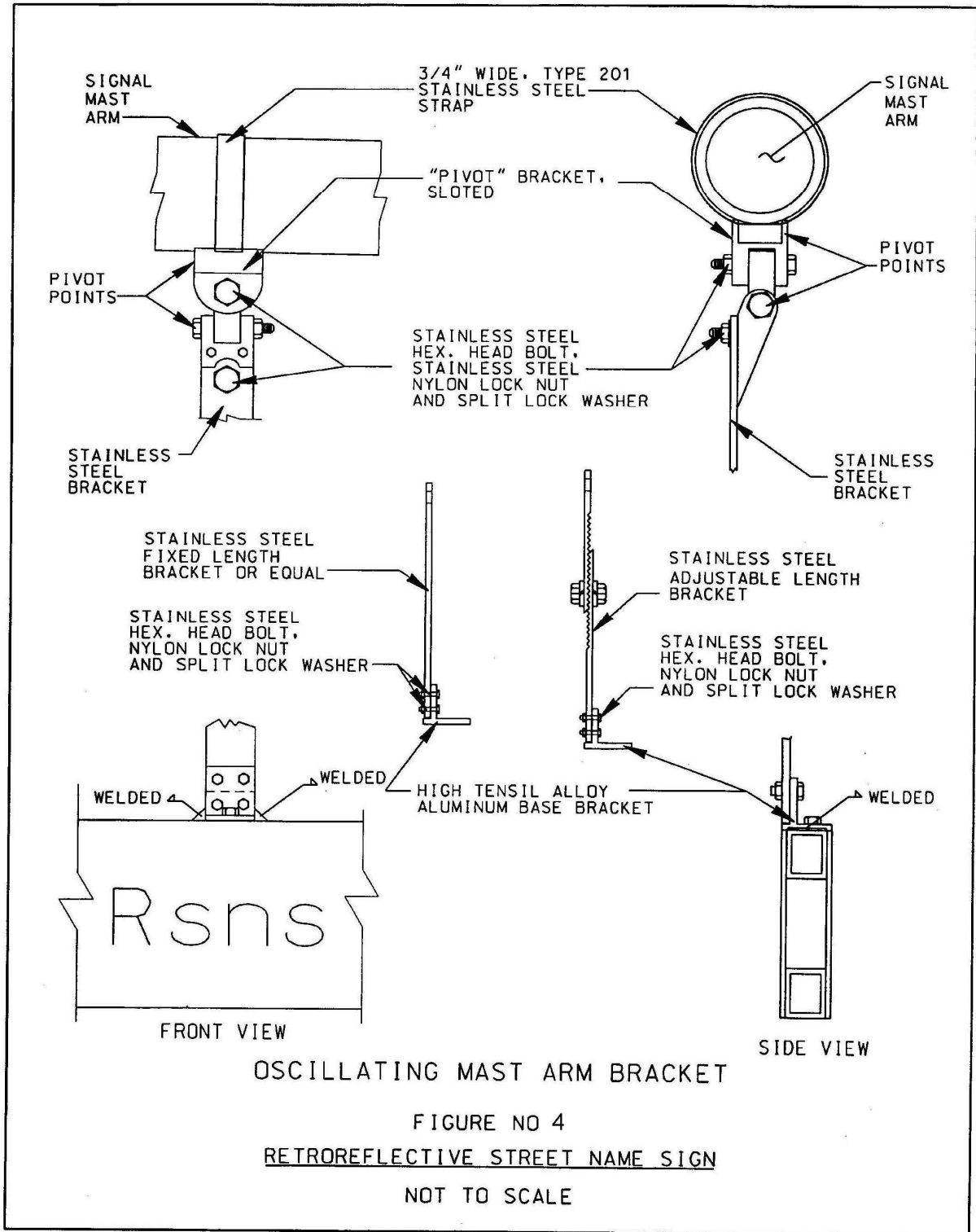
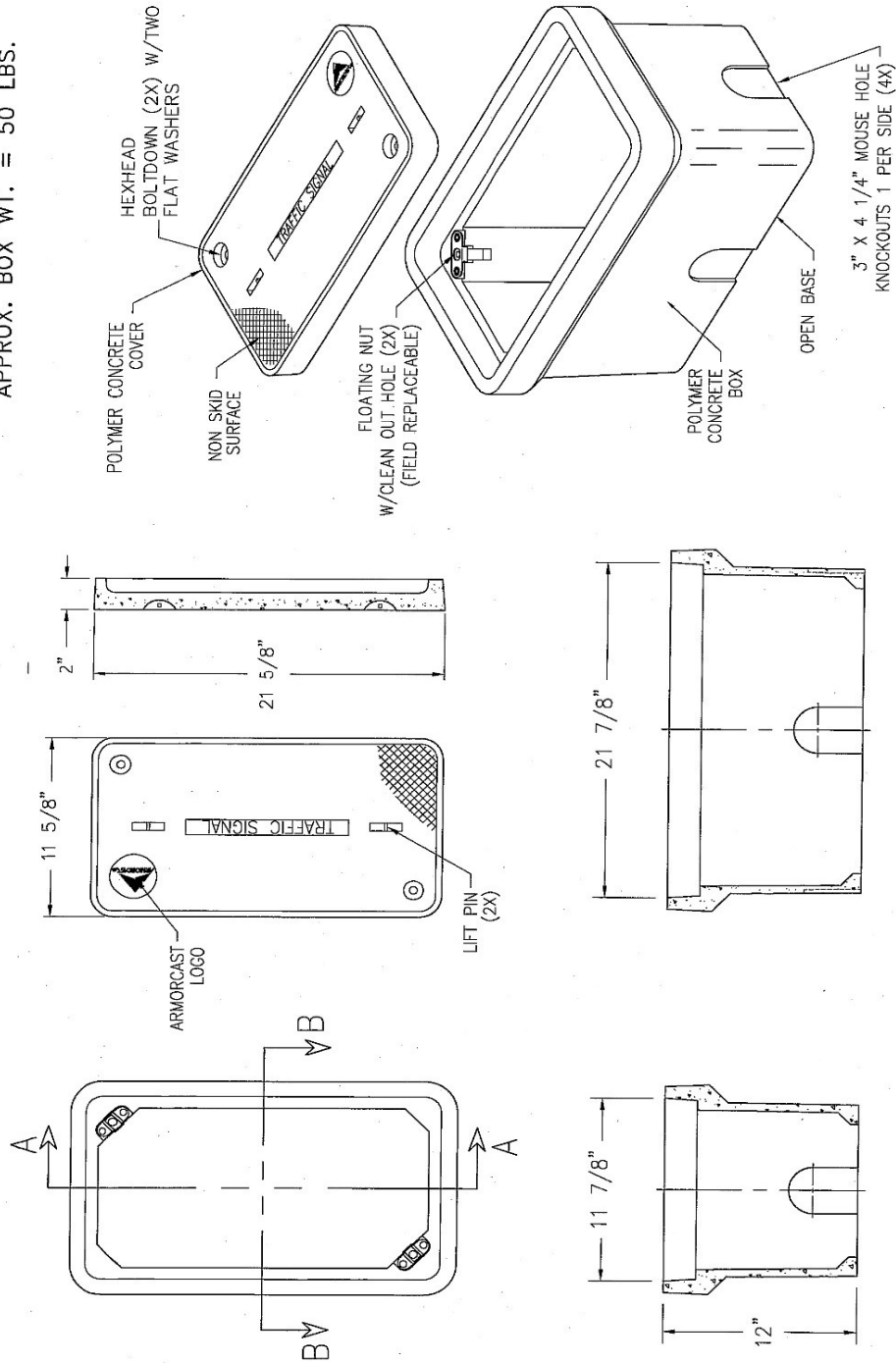


FIGURE NO. 5 – TRAFFIC SIGNAL PULL BOX TYPE 2

APPROX. COVER WT. = 25 LBS.
APPROX. BOX WT. = 50 LBS.



TYPE 2

SECTION A-A

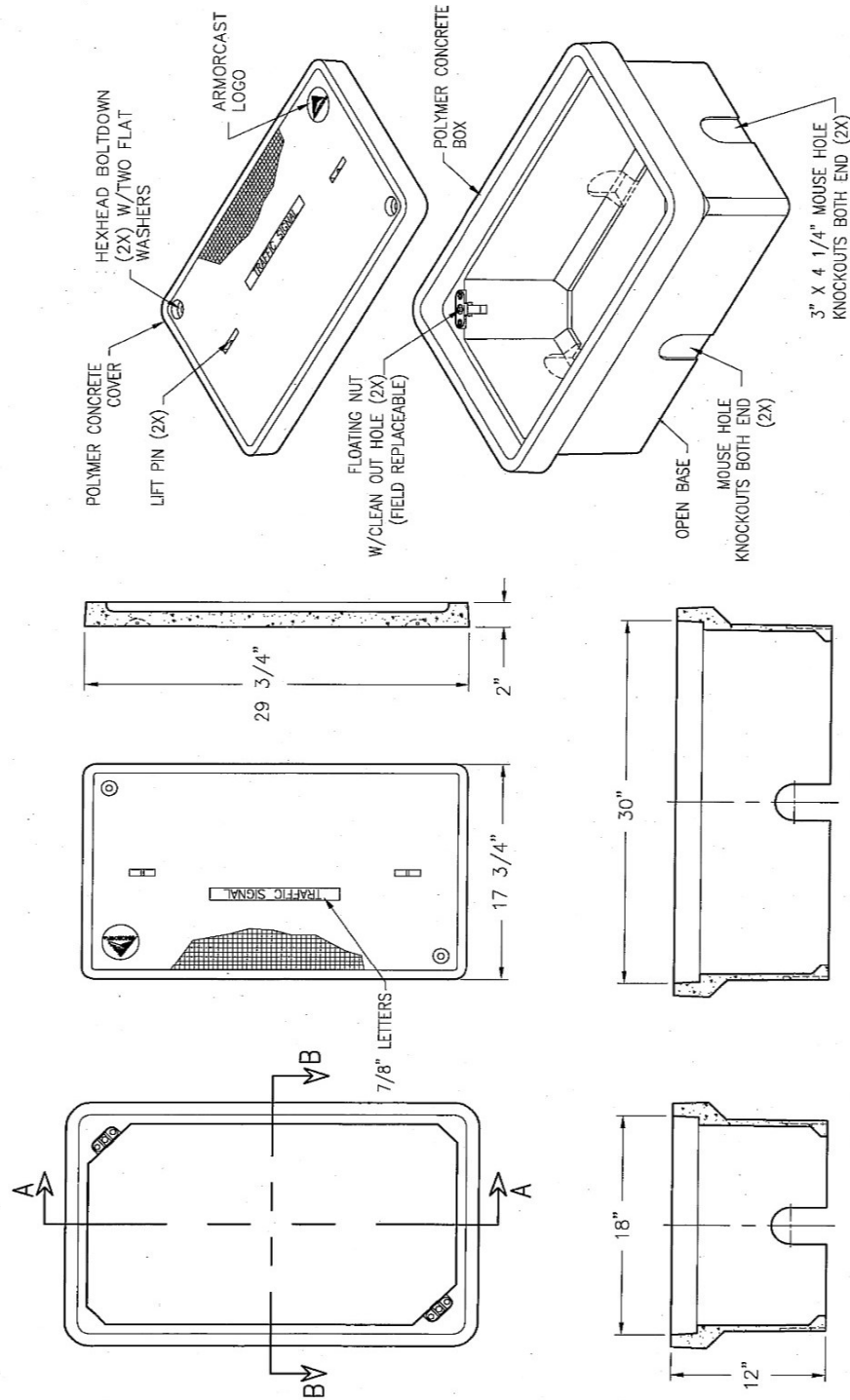
SECTION B-B

FILE NAME
A6-1859A-TSLACO TRAFFIC SIGNAL

FILE DESCRIPTION	11" X 21" X 12" POLYMER CONCRETE BOX
DATE	11/16
DESIGNED BY	LA COUNTY PUBLIC WORKS
CHECKED BY	LA COUNTY PUBLIC WORKS
APPROVED BY	LA COUNTY PUBLIC WORKS
DATE	11/16
PROJECT	PEDESTRIAN
LOCATION	LA COUNTY PUBLIC WORKS
PROJECT NUMBER	A6001859A-TSLACO
DATE	11/16
PROJECT	POLYMER CONCRETE
LOCATION	LA COUNTY PUBLIC WORKS

FIGURE NO. 6 – TRAFFIC SIGNAL PULL BOX TYPE 3

COVER APPROX. WT. = 51 LBS.
BOX APPROX. WT. = 70 LBS.



TYPE 3

SECTION A-A

SECTION B-B

FILE NAME
A6-1407APCX12-LACO TRAFFIC SIGNAL

PART DESCRIPTION 18" X 30" X 12" POLYMER CONCRETE BOX ASSEMBLY			
CUSTOMER LA COUNTY PUBLIC WORKS	DATE 11/16	BY NONE	REVISION NONE
PROJECT PEDESTRIAN	DATE 11/16	BY NONE	REVISION NONE
PROJECT NUMBER A6001407APCX12-LACO	DATE 11/16	BY NONE	REVISION NONE



SP 1250LX

Online UPS with integrated PIM and programmable display



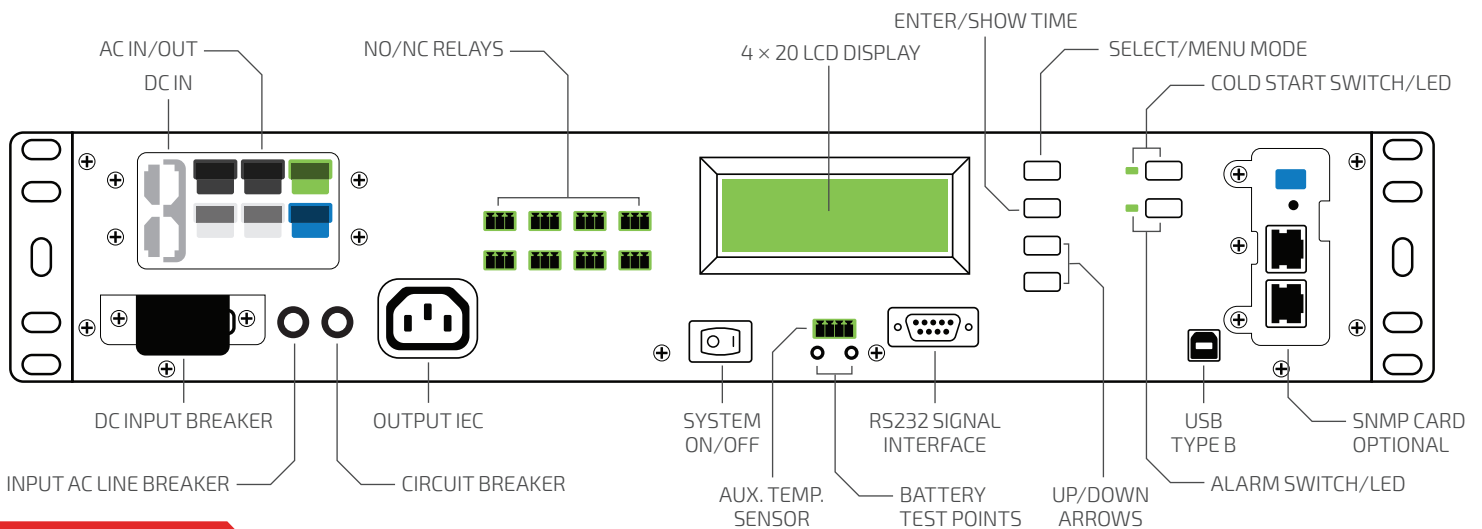
with fast battery charger

QTY = 1

Overview

The SP 1250LX features an integrated Power Interface Module and programmable display. The LX Series are advanced UPS that provide clean, regulated dual conversion power for controllers and other sensitive equipment inside the traffic cabinet. Rated for 1250 VA/875 W, with operational temperature of -40°C to +74°C (-40°F to 165°F), the SP 1250LX has been independently tested and certified to comply with NEMA temperature standards as well as

NEMA standards for shock and vibration. Compatible with most existing traffic cabinets, the SP 1250LX can be rack or shelf mounted and can be configured with either **front** or rear power connectors. The SP 1250LX provides full operation in intersections with all LEDs. Advanced communication features allow monitoring, configuration and control of the system over RS232, modem or network connections. Available with battery bus voltages of 48 V or 72 V.



Features

- Space saving design: 2U vertical rack space
- On-line, conditioned, regenerated power for cabinet equipment protection
- Operates in extreme environments from -40°C to +74°C (-40°F to +165°F)
- Power quality analytical data recorded and exportable to Excel in CSV format
- USB connectivity with monitoring center or other equipment
- Power factor corrected for reliable and safe power



Specifications

Electrical Input

Voltage	75 VAC to 155 VAC (before going to batteries)
Frequency	45 Hz to 65 Hz

Electrical Output

Voltage	120 VAC $\pm$ 3%
Frequency	50 Hz or 60 Hz
Current	10.4 A
Rating	1250 VA / 875 W
Crest Factor Ratio	50% load up to 4.8:1 75% load up to 3.2:1 100% load up to 2.4:1
THD	4.00% maximum
Dynamic Response	$\pm$ 4% for 100% step load change 0.5 ms recovery time
Overload	110% for 10 sec 200% for 50 ms
UPS Protection	- Input and output short circuit - Input and output overload - Excessive battery discharge

Environmental

Temperature	-40°C to +74°C (-40°F to +165°F)
Humidity	0% to 95% non-condensing
Altitude	Sea level to 10,000 ft

Mechanical

Input	Hardwired to bypass box
Outputs	Hardwired to bypass box, with single 15 Amp receptacle
Dimensions (H x W x D)	3.5" x 19.0" x 10.0" (2U)
Weight	13 lb
Cooling	- Low velocity - Forced air

Design

Standard Features	- Power factor corrected input - Fully regenerative - True on-line continuous power - Low distortion sine wave output - Designed for non-linear loads - Extended brownout protection - EIA/RS232 data interface
Certifications	- IEEE 587/ANSI C62.4 - IEC 555 @ 120 VA - NEMA
Typical Recharge Time (to 85% capacity @ 100% load)	48-72 hrs (more time required with extended battery option)

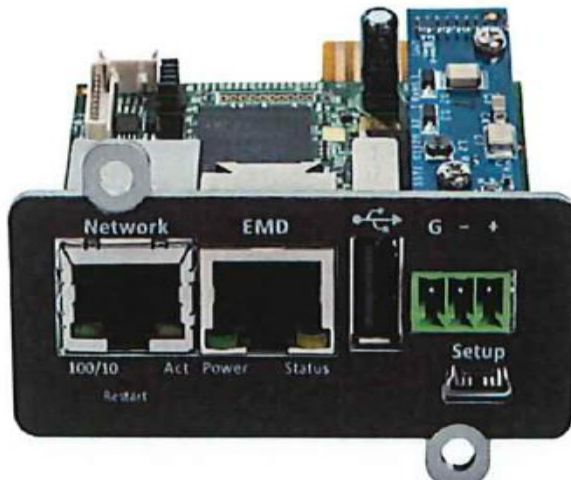
Control and Indicators

Switches / Control Panel	- System power - Cold start - Test - Alarm silence - Four line LCD display panel
Alarms	- Utility interrupt - Inverter failure - Overload - Low battery - Self test
Intelligent Computer Interfaces	- Serial interface for EIA 232 1 each DB9-F (RS232 and signal interface pins) and 1 each USB - Full interactive remote computer monitoring and control of most features including load control (requires optional monitoring software) - NTCIP and TCP/IP ready
Contact Closures	"D" connector - Open collector (see user manual for additional interface information)

Options

SNMP Interface	Allows full control and monitoring interface over network connection. Compatible with HP Openview™, IBM Netview™, CA Unicenter TNG™, and other major software offerings.
Battery Bus Voltage	48 V or 72 V

SPO-09A3 USHA X Series



USHA X Series is the new generation of Ingrasys power management solution which allows network users for remote monitoring and control the power related products likely UPS through the Simple Network Management Protocol (SNMP,v1,v2,v3) platform or a web browser. USHA X Series is embedded and ideal technology, built with powerful hardware and capable to handle multiple open standards and meet the latest network requirements such as HTTPs, SSH v2 and SMTP.

USHA X Series;

IPV6 Supported

Support Radius and NTLM

USB Ports to support GPRS/GSM Mode, USB devices and wireless sensor

Automatic events notification via email, short message (SMS), SNMP Trap

Multiple server shutdowns to protect up to 250 servers/workstations from data loss due to power outage

Regularly records UPS parameters for statistical analysis and event diagnostics

Central manage up to 1024 units USHA X Series by the provided CMC (IEC View)

SPO-09A3 USHA X Series Additional Info:

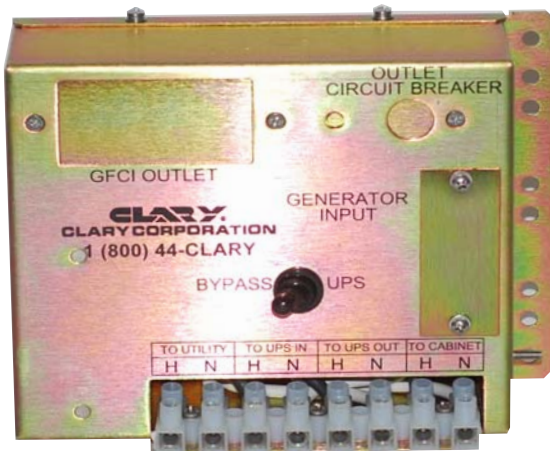
Memory	NAND Flash 1GB 128M x 8 bit, DDRII SDRAM 1 GB 64 M x 16 bit
Network	Auto-sense 10/100 Mbps Fast Ethernet
RTC	Battery backup RTC
LAN Port	RJ45 Connector
Serial Communication	RJ45 for EMD Device x 1
USB	USB-A Host USB-B Device, mini USB for Console x 1
Dimension	65.8 x 60 x 19 mm L x W x H
Approval	CE, FCC Class B
Network Protocol	TCP/IP, SNMP, HTTP(s), SMTP, PPPoE, DDNS Client, SSH v2, SNMP v1, v2, v3, UNMP for shutdown daemon (Auto Safe Shutdown)
Email	SMTP Authentication (LOGIN, DIGEST-MDS, CRAM-MDS, NTLM), SMTP over TLS
UPS Protocol	PPC Single phase, Megatec Protocol V2.7, Centralion (MT-PRO, Claire and Vigor), SEC 2.6, 3C3 UPS Series, Delta
Language	English, Traditional Chinese, Simplified Chinese, German, Portuguese, Spanish, French, Italian, Turkish, Korean, Japanese, Russian, Thai and Polish

Operating Systems Supported

Microsoft Windows XP/2003, VISTA 7,8, Server 2003, 2012, IBM_AIX 5.3; HP UX 10.2.11; FreeBSD 5~9, Fedora 3~17; Red Hat 6 6.3; Red Hat enterprise Linux (RHEL)4~6; Solaris SPARC O 7~10; Solaris SPARC P 7~10; Solaris SPARC 8~11; SUSE 11 12; Ubuntu 10 ~12; VMware ESXi 5.1 5.5; VMware ESX 4 4.1; Mac 10.4~ 10.7; Citrix XenServer 6.0; OpenFiler 2.3 CentOS 5.x6.x

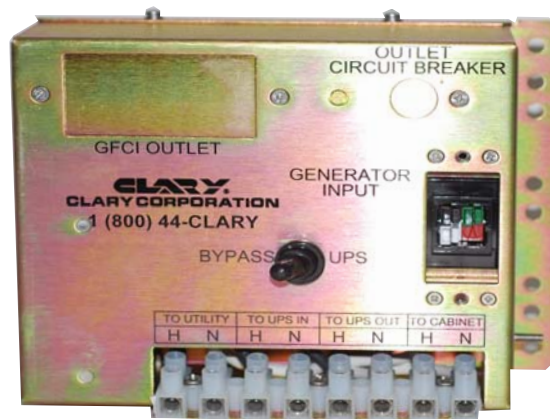
Others; Linux shutdown via Web, Modbus over TCP/RS485, Neighbors Discover, BACHet Protocol, Support Digital Output (24V/1A) Support USB Storage, Set IP function on S/W

By-Pass Switches for SP-PD, SP1250LX and SP2000LX Models



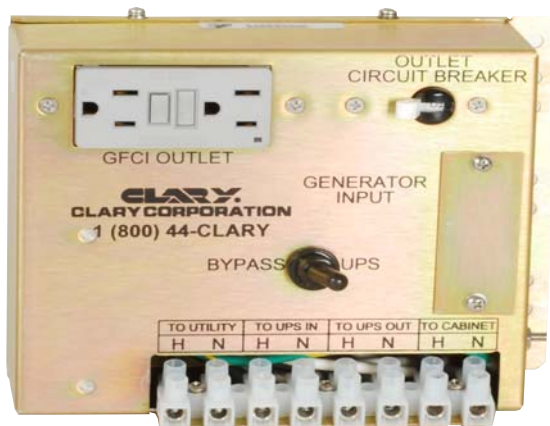
SPD-302

The SPD-302 By-pass Switch provides the basic by-pass capability for the SP-PD Series and the SP1250LX or SP2000LX products. When in the By-pass mode the UPS can be removed for upgrade or repair without effecting the operation of the intersection.



SPD-302A

The SPD-302A By-pass Switch provides the basic by-pass capability for the SP-PD Series and the SP1250LX or SP2000LX products. Additionally, a generator plug and cable are provided to connect external generator AC power systems to the by-pass switch so that generator power can be provided to the Traffic Cabinet via the UPS.



SPD-302B

The SPD-302B By-pass Switch provides the basic by-pass capability for the SP-PD Series and the SP1250LX or SP2000LX products. Additionally adding a single GFI duplex plug with 15A circuit breaker for protected AC utility output. This output does not load the UPS system

SPD-302C

The SPD-302C By-pass Switch provides the basic by-pass capability for the SP-PD Series and the SP1250LX or SP2000LX products. Additionally adding the generator plug, cable and the GFI duplex plug and circuit breaker.



Generator Dongle for SPD-302A and SPD-302C By-pass Switch. Cable is included in the aforementioned model numbers.



Outpost™ Batteries

Designed for deep cycle, extreme temperature applications



Overview **QTY = 1 set of 6**

The Outpost™ batteries are designed for deep cycle, extreme temperature applications. They have been field tested and used for years in the traffic and ITS market as well as the US military. Operational from -40°C to +74°C (-40°F to +165°F). Available in 41, 51 & 105 Ampere-Hour (AH) ratings. Outpost batteries are sealed lead acid batteries built using an advanced absorbed glass mat (AGM) construction with microporous spun glass separators. The result is a highly

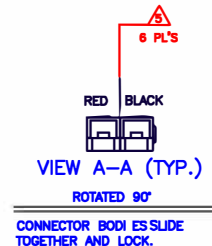
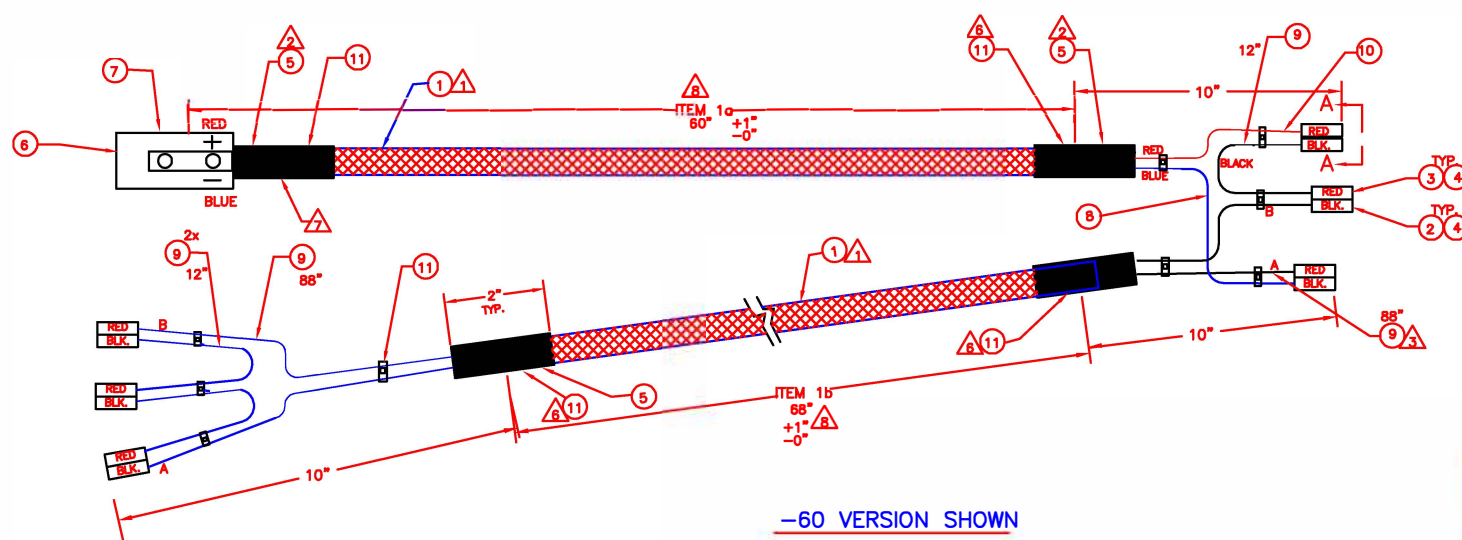
reliable, non-spillable, maintenance-free battery usable in the most demanding applications. The casing is a copolymer polypropylene technology originally developed for military jet fighter applications where wide temperature range performance is demanded. Positive plates—special lead calcium. Includes models: OP72C-41, OP96C-41, OP72D-51, OP96D-51, OPB-1241, OPB-1251, OPB-12105.

Configurations

Model	Voltage (nominal)	AH Capacity (20 hr rate)	System Voltage	Estimated Runtime (hrs) at 25°C (77°F) Full Charge							Weight per Battery lb (kg)	Overall Dimensions		
				300 W	500 W	700 W	875 W	1000 W	1200 W	1400 W		Length in (mm)	Width in (mm)	Height in (mm)
OP48C (4 batteries)	12 VDC	41 Ah	48 VDC	4.3	2.5	1.5	1.1				29 (13.2)	7.71 (195.9)	4.96 (126)	8.05 (204.4)
OP72C (6 Batteries)			72 VDC	6.4	3.5	2.4	1.7							
OP96C (8 batteries)			96 VDC	8.8	5.2	3.5	2.8	2.5	1.9	1.6				
OP48D (4 batteries)	12 VDC	51 Ah	48 VDC	5	3.2	1.9	1.4				35 (15.9)	8.81 (224)	5.25 (133)	8.82 (224)
OP72D (6 batteries)			72 VDC	8.3	4.4	3	2.2							
OP96D (8 batteries)			96 VDC	11	6.5	4.4	3.5	3.2	2.4	2				
OP48E (4 batteries)	12 VDC	105 Ah	48 VDC	12	7.3	4.6	3.5				64 (29)	12.86 (326.8)	6.58 (167.2)	8.79 (223.1)
OP72E (6 batteries)			72 VDC	20.2	10.4	7.2	5.9							
OP96E (8 batteries)			96 VDC	26	17	10.8	8.5	7.6	5.9	5.4				

25 ft CABLE

REVISIONS				
REV	E.O.#	DESCRIPTION	DATE	APPROVED
NR	411066	NEW RELEASE	8/12/04	J. REYES
A	412020	CHANGED DASH NUMBER	9/6/06	C. BOLDEN
B	412267	CHANGED SLEEVING AND TUBING TO 1/2"	7/27/07	C. BOLDEN
C	413254	ADDED - 360 VERSION ON B.O.M.	9/18/10	C. BOLDEN



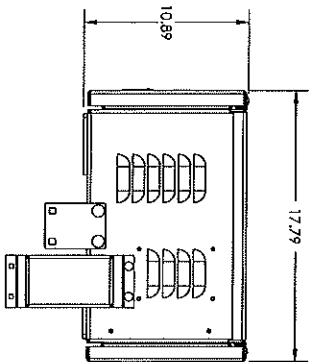
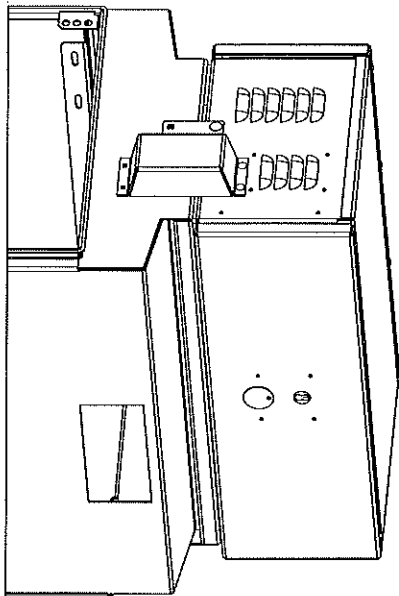
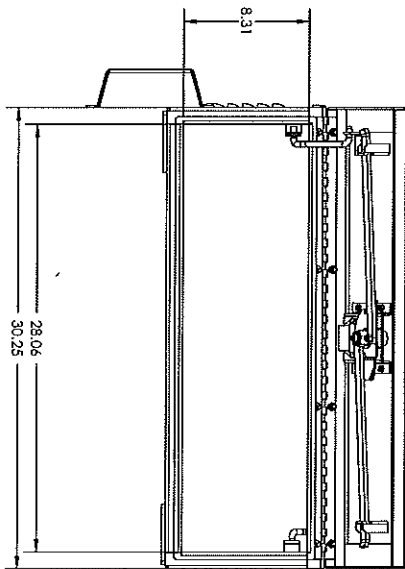
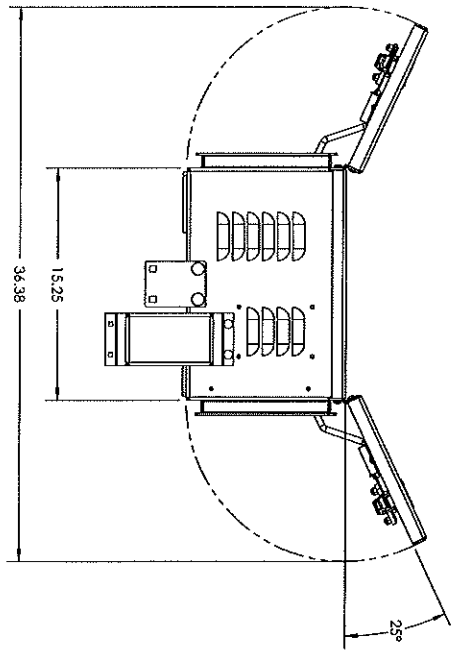
LENGTH TABULATIONS

DASH NO.	LENGTH FT.	ITEM 1 a/b	ITEM 8	ITEM 10
-60	5'	60"/68"	70"	70"
-120	10'	120"/68"	130"	130"
-180	15'	180"/68"	190"	190"
-240	20'	240"/68"	250"	250"
-300	25'	300"/68"	310"	310"
-360	30'	360"/68"	370"	370"

NOTES (UNLESS OTHERWISE SPECIFIED)

1. USE HOT KNIFE TO CUT SLEEVING (ITEM 1) TO PROTECT ENDS FROM FRAYING.
2. USE SHRINK TUBING TO PROTECT ENDS OF ITEM 1 FROM FRAYING. (2" EA)
3. MATCH "A" WIRE END THRU. ITEM 1. MATCH "B" WIRE ENDS THRU. ITEM 1.
4. STANDARD LENGTH IS 5 FEET, SEE SALES ORDER FOR LENGTH CALL-OUTS.
5. JOINT SHALL BE GLUED BY BOND 527 MULTI-PURPOSE CEMENT OR EQUIVALENT.
6. USE TY-RAP ABOUT 1/2" FROM END OF SLEEVING UNDER SHRINK TUBING.
7. IDENTIFY CABLE ASSY WITH PART NO., REV AND VENDORS I.D.
8. SEE TABULATION CHART

UNLESS OTHERWISE SPECIFIED TOLERANCES ARE:		APPROVALS		DATE		CLARY CORPORATION	
1 INCHES DECIMALS .XX ± .02 .XXX ± .010		MILLIMETERS DECIMALS .X ± .5 .XX ± .25		DRAWN P. BARELA REDRAWN B. KANESHIRO		150 E. HUNTINGTON DR. MONROVIA, CA 91016	
DO NOT SCALE DRAWING		APPROV. C. BOLDEN		9/18/10		72V SYSTEM, PD-SERIES BATTERY CABLE ASSY	
SP- 19N()		E.C.R. BY L. CONTRERAS		9/9/10		SIZE FROM NO. 71503	
NEXT ASSY USED ON DESIGN ACTIVITY		FINISH -		SCALE		DWG NO. 104-14387-X	
		-NOTED-				REV C	
						SP Series\SPXXXXPD-X\SP-PD	
						SHEET 1 OF 1	



SolidWorks file: M44841 BATTERY ENCLOSURE, NATURAL, CLARY CORP.SLDPRW

MOUNTED ON CABINET

CLARY		TITLE: BATTERY ENCLOSURE, NATURAL, CLARY CORP.	
100-16293		SHEET 2 OF 2	
REV		X03	



Vantage Apex[®]

Rack Mount CI

AI-powered HD video
and radar detection
in a single sensor



Optimized for 332/Caltrans type cabinets



Industry-leading detection and tracking, powered by the latest artificial intelligence (AI) algorithms



1080p high-definition video for brilliant display at the traffic management center



Hybrid video/radar sensor provides the most complete data set for signal performance measures & adaptive systems

Vantage Apex[®] is the industry's first 1080p HD video and 4D/HD radar sensor with integrated AI algorithms, making this full-featured multimodal detection system stand apart from anything on the market today.

Unique AI Algorithms for Detailed Vehicle Detection and Object Classification

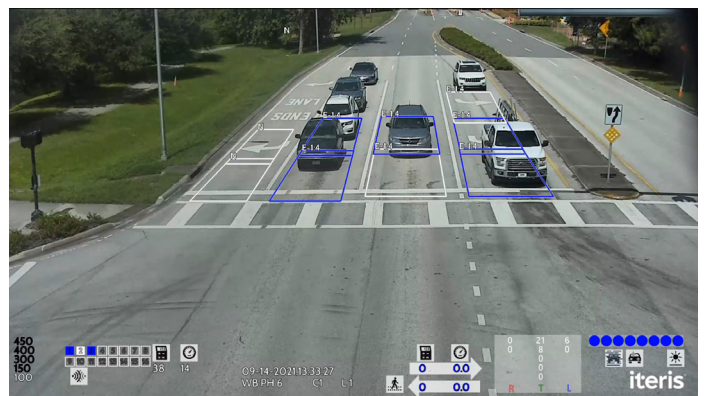
Built on the leading AI compute platform, Iteris' AI video analytics identifies objects based on machine learning using Iteris' extensive image library and high performing neural network algorithms. This enables incredible precision and detailed classification of many different vehicle types and vulnerable road users such as pedestrians and cyclists.

High-Definition Video for Unmatched Clarity

Full HD video streaming using 1080p cameras results in ultra-crisp-vision with unmatched depth and clarity of traffic at your intersections. Gain crystal-clear viewing in your traffic management center or remotely on mobile devices via the Iteris Video Viewer app.

Complete Multimodal Detection in a Single System

Using forward-fire radar technology, to virtually eliminate occlusion, this hybrid sensor uses industry-leading 4D/HD radar technology with a field of view exceeding 600 feet.



iteris[®]

The Vantage Apex sensor enables decision-zone safety functions, collision avoidance and advanced lane-by-lane detection that delivers precise traffic detection and data.

The Ideal Sensor for Advanced Traffic Applications

Vantage Apex improves efficiency and responsiveness by providing real-time, accurate and robust detection data streams that feed into any adaptive control system.

Additional Benefits

- Connected vehicle ready – provide safety alerts to vehicles with Iteris' Vantage CV™ platform.
- Includes SmartCycle® and PedTrax® for bicycle and pedestrian detection and counting.
- Embedded 'mouse and monitor' setup in addition to Laptop or remote setup.
- Easy installation – Works with most 3-conductor, shielded Cat-5e or Shielded Cat-6 cables.

- Comprehensive on-screen display includes many features for instant monitoring of system.
- Flexibility – choose from either a hybrid video and radar sensor option or a video-only sensor option.
- VantageCare™ eligible – compatible with the VantageCare detection health monitoring service.
- Fully compatible with Iteris' ClearGuide® Signals and VantageLive!®, as well as other third-party web and mobile-based traffic measurement applications.



Specifications

SYSTEM - GENERAL

Environmental	
Temperature	-35°F to +165°F (-34°C to +74°C)
Humidity	0% to 95% non-condensing
Vibration	0.5G, 3 axes, 5-30Hz
Shock	10G in all 3 axes
Regulatory	
	NEMA TS-2
	FCC Part15, Class A
Warranty	
	3 Years limited warranty
Imager	1080P 30FPS

SENSOR HEAD - GENERAL

Connections	Terminal Block
Communications	Ethernet over Power line
Ingress Protection	IP 67
Power	Voltage – 48VDC
	Consumption: Camera Only - 15W (Max) Hybrid - 25W (Max)
Dimensions (Excluding Mounting Bracket)	Camera Only – 16" (406mm) D x 6.25" (159mm) W x 7" (178mm) H Hybrid - Physical 17" (432mm) D x 15" (381mm) W x 14" (356mm) H
Weight	Camera Only – 5lbs (2.3kg) Hybrid – 10lbs (4.55kg)

SENSOR HEAD - CAMERA

	1 Lux Minimum Illumination
	3D-DNR Noise Reduction
Lens	Lens 12x Optical Zoom
	Focal Length 5.4° tele to 50.7° wide
	Dynamic Range > 100dB
Heater	Indium Tin Oxide

SENSOR HEAD - RADAR

Frequency	24GHz (K-Band)
Accuracy	Speed 0 to 150mph ±1mph (0 to 240kph ±1.5kph)
Tracked Objects	Up to 64

19" RACK MOUNT CCU

Configuration	Up to 4 sensors
Communications	Ethernet
	USB x4
	SDLC
	EMBUS
Cabinet Interface (CI) Dimensions	19" (483mm) D x 14" (356mm) W x 3.5" (80mm) H

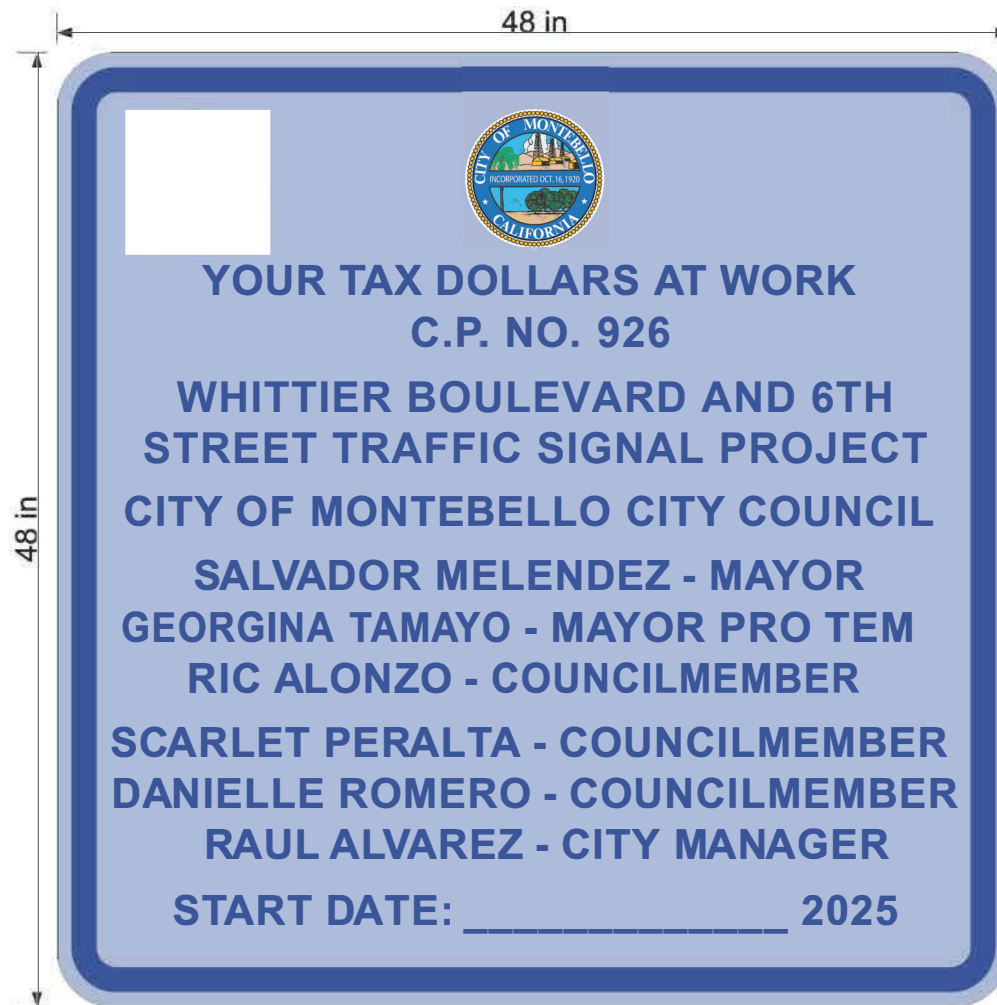
ISO 9001:2015 certified.

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APPENDIX “D”

PROJECT SIGN



Notes:	Substrate:	0.063" Aluminum	Corners:	3" Radius	Font:	Arial	Support Channel:	
	Dimensions:	48" x 48"	Border Color:	Blue	Overlay Film:	OL-1000	Horizontal	☐
	Background Color:	40% Blue	Letter/Number Color:	Blue	Retro-reflective Sheeting:	Type IV	Vertical	☐
							Welded Frame	☐
							Drafter: Tim L.	Date:

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

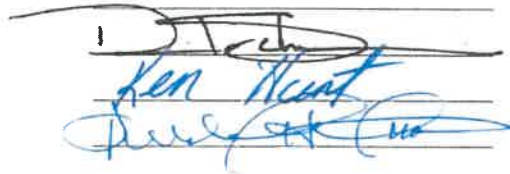
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

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

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 Michael Patterson
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 Todd Golden
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 Cliff Smith
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 Josh Kaper
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LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

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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



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-926 Traffic Signal Whittier Boulevard and 6th Street

Project Applicant: City of Montebello

Project Location - Specific: Traffic signal at Whittier Boulevard and 6th Street

Project Location – City: Montebello

Project Locations – County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: New traffic signal, asphalt pavement rehabilitation, street resurface and enhanced American with Disabilities Act (ADA) accessibility path of travel.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: Cesar Roldan, Director of Public Works

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a)); Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: 15301 Class 1
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption. Section 15301 (Class 1) exempts from CEQA minor alterations to existing facilities, such as a proposed traffic signal installation, which is categorically exempt under CEQA section 15301(c). The application of this categorical exemption is not barred by any of the exceptions set forth in section 15300.2. The project is not expected to have any significant impact with regards to traffic, noise, air quality, or water quality

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: August 14, 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 # 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: **AWARD CONSTRUCTION CONTRACT AGREEMENT NO. 4371 TO CEM CONSTRUCTION CORPORATION FOR THE DOWNTOWN SEWER REPLACEMENT PROJECT (CP 919)**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4371 to CEM Construction Corporation for the Downtown Sewer Replacement (CP 919) as the most responsive, responsible bidder in the amount of \$4,474,207 payable from Account No. 263-30-340-6040.45 (Sewer Infrastructure, Public Works, Sewer Operations, Contract Services Sewer Maintenance) and 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way);
2. Approve a 10% construction contingency of \$447,421 payable from Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way); and
3. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by \$2,821,627 in Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way); and
4. Authorize the City Clerk's Office to release all other bidders' bid bonds; and
5. Authorize the City Manager to execute the construction contract agreement (attached hereto in substantial form) and all applicable change orders in good faith.
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding Agreement No. 4371 to CEM Construction Corp as the most

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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responsive and responsible bidder in the amount of \$4,474,207. Additionally, a 10% construction contingency of \$447,421 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life, bringing the total contract award amount to \$4,921,628 payable from Account No. 263-30-340-6040.45 (Sewer Infrastructure, Public Works, Sewer Operations, Contract Services Sewer Maintenance) and 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way).

The adopted Fiscal Year 2025-26 Capital Improvement Program (CIP) budget allocated the necessary funds for this project under Sewer Infrastructure (Fund 263) in the amount of \$2,100,000. The remaining necessary funding in the amount of \$2,821,627 will be appropriated from Proposition C (Fund 215). Staff request the Fiscal Year 2025-26 budget be amended by increasing appropriations by \$2,821,627 in Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way).

Additionally, staff request authorization for the City Manager to execute all contract change orders that are approved and negotiated in good faith by the Director of Public Works and the construction manager.

BACKGROUND/DISCUSSION:

On June 11, 2025, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for the project. Staff identified the replacement of deteriorated cement sewers in the downtown area as a priority infrastructure project. The project consists of the replacement of 5,100 linear feet of cement sewer in the City's downtown area along Whittier Boulevard between Montebello Boulevard and the west 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 capacity. The typical life span of 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.

Staff met with the Chamber of Commerce in August of 2025 to inform the members of the potential impact of the project. A well-structured public outreach campaign to inform the downtown business of the impending project throughout the corridor is of the utmost importance, as collaboration is needed both during normal business hours and coordination after hours.

The NIB was published on June 12, 2025, in a newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. A total of eight (8) bids were received electronically via PlanetBids on July 16, 2025. The following is the tabulation based on the order of when the bids were received:

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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	Contractors	Bid Totals
1	CEM Construction Corp	\$4,474,206.50
2	KEC Engineering	\$5,185,000.00
3	Mladen Buntich Construction Company	\$5,189,440.00
4	VSI Technologies	\$5,691,339.90
5	Mike Bubalo Construction Co, Inc.	\$5,968,950.00
6	Excel Paving	\$5,984,764.00
7	Toro Enterprises, Inc.	\$6,301,204.30
8	Lonerock, Inc.	\$6,609,860.00

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Based on the review and analysis, staff's recommendation is to award CEM Construction Corp the construction contract agreement (Attachment A) as the most responsive, responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council approve Agreement No. 4371 to CEM Construction for the Downtown Sewer Replacement Project (CP 919); and approve a 10% construction contingency of \$447,421 payable from Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way); and Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by \$2,821,627 in Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way); authorize the City Clerk's Office to release all-other bidders' bonds; and authorize the City Manager to execute the agreement and applicable change orders in good faith.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4371 CEM Construction Corp
2. Attachment B - C.P. No. 919 - Downtown Sewer Project Bid Results

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4371
WITH CEM CONSTRUCTION CORPORATION**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on August 13, 2025 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CEM CONSTRUCTION CORPORATION, a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before July 16, 2025, published on June 13, 2025 for the work on Downtown Sewer Infrastructure Project 919 ("PROJECT").

WHEREAS, on August 13, 2025, 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:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the 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 and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices
3. Standard drawings

STANDARD PUBLIC WORKS AGREEMENT NO. 4371

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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

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

- a. This Agreement shall expire on February 13, 2026, unless terminated earlier as hereinafter provided.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of Four Million, Four Hundred Seventy-Four Thousand, Two Hundred Six Dollars and Seventy Cents (\$4,474,206.50) for a **Contract Total Not To Exceed Amount of Four Million, Four Hundred Seventy-Four, Two Hundred Six Dollars and Fifty Cents (\$4,474,206.50)**, 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.

4.1. **Progress Payments**

Progress Payments shall be made in accordance with Section 7 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 Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement,

STANDARD PUBLIC WORKS AGREEMENT NO. 4371

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and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **One Hundred Twenty (120)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising

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from purchases of goods, services or materials pursuant to the public works Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

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. 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.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §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 SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved,

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the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

b. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

c. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Warranty Bond in the amount of 50% of the Agreement price, conditioned upon the guaranty and warranty of the work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form attached hereto as Exhibit "D."

SECTION 12. INSURANCE REQUIREMENTS

a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@MontebelloCA.gov

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of one thousand dollars \$1,000.00 as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of \$375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or

becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

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All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

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

To the CITY: City of Montebello
 Attn: Raul Alvarez, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200
 Email: RAlvarez@montebelloca.gov

With copy to: City of Montebello – Department of Public Works
 Attn: Cesar Roldan, Director
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1462
 Email: CRoldan@montebelloca.gov

To CONTRACTOR: CEM CONSTRUCTION CORPORATION
 Attn: Jesus Carrillo
 1412 Espanol Ave
 Montebello, CA 90640
 Phone: (323) 597-1084

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives

verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO

("CITY")

CEM

CORPORATION

("CONTRACTOR")

CONSTRUCTION

By: _____

Raul Alvarez, City Manager

By: _____

Jesus Carrillo, President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Warranty Bond
- Exhibit E – Contractor's Proposal

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

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

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

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

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

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

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that

CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. Additional Insureds.

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

5. Notice of Cancellation.

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

11. Subrogation.

To the fullest extent permitted by law, the Contractor hereby waives its rights and its

insurer(s)' rights of recovery against the City of Montebello under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

10. Evidence of Insurance and Claims.

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

EXHIBIT "B"

**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 Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORS shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, 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 Agreement 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

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (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 SUB-CONTRACTORS, 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 Agreement, 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 SUB-CONTRACTORS, 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 agreed 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 Agreement, 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 SUB-CONTRACTORS 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 Agreement, 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 Agreement, 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 Agreement 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--

EXHIBIT "D"
Warranty Bond
PUBLIC WORKS (CALIFORNIA)

WHEREAS, the City Council of the City of _____, State of California, and _____, (hereinafter designated as "Principal") have entered into a written Agreement (the "Agreement") dated _____ whereby Principal agrees to install and complete certain designated public improvements, which Agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of _____, (hereinafter called "City"), in the penal sum _____ of _____ Dollars, (\$ _____) lawful money of the United States, which is 50% of the amount of the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, 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 this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a 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 CITY 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 anywise 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 Warranty Bond are true and correct, and that I have been duly authorized to sign this Warranty 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 "E"
CONTRACTOR'S PROPOSAL

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.

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	\$1,450.00	\$8,700.00
2	TRAFFIC CONTROL	1	LS	\$50,000.00	\$50,000.00
3	PROVIDE CONSTRUCTION SURVEY	1	LS	\$65,000.00	\$65,000.00
4	REMOVE EXISTING ASPHALT CONCRETE (AC) PAVEMENT	85,480	SF	\$4.50	\$384,660.00
5	REMOVE EXISTING CONCRETE PAVEMENT	2,340	SF	\$9.50	\$22,230.00
6	REMOVE EXIST SEWER MAIN	2,930	LF	\$10.00	\$29,300.00
7	REMOVE EXISTING SEWER MANHOLE	21	EA	\$4,750.00	\$99,750.00
8	ABANDON EXISTING SEWER MAIN	1,980	LF	\$5.00	\$9,900.00
9	REMOVE EXIST LONGITUDINAL GUTTER	2,700	LF	\$20.00	\$54,000.00
10	REMOVE EXIST DRIVEWAY APPROACH	6,800	SF	\$7.75	\$52,700.00
11	REMOVE EXIST CROSS GUTTER	570	SF	\$12.00	\$6,840.00
12	COLD MILL EXIST ASPHALT CONCRETE (AC) PAVEMENT (2")	48,230	SF	\$1.05	\$50,641.50
13	CONSTRUCT 2" CONVENTIONAL AC SURFACE COURSE (TYPE C2-PG 64-10)	1,700	TN	\$175.00	\$297,500.00
14	CONSTRUCT ASPHALT CONCRETE (AC) BASE COURSE	1,620	TN	\$175.00	\$283,500.00

15	CRUSHED AGGREGATE BASE (CAB)	2,448	CY	\$165.00	\$403,920.00
16	CONSTRUCT CONCRETE PAVEMENT	43	CY	\$705.00	\$30,315.00
17	CONSTRUCT CONCRETE CROSS GUTTER AND SPANDREL	570	SF	\$22.00	\$12,540.00
18	CONSTRUCT CONCRETE LONGITUDINAL GUTTER	2,700	LF	\$48.00	\$129,600.00
19	CONSTRUCT CONCRETE DRIVEWAY APPROACH	1,510	SF	\$15.00	\$22,650.00
20	CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH	5,380	SF	\$22.00	\$118,360.00
21	ADJUST TO GRADE, UTILITY PER PLAN	62	EA	\$950.00	\$58,900.00
22	ADJUST TO GRADE, MANHOLE RIM AND COVER	4	EA	\$2,500.00	\$10,000.00
23	INSTALL TRAFFIC SIGNAL LOOP DETECTORS AND CONNECT TO DLC	30	EA	\$850.00	\$25,500.00
24	TRAFFIC STRIPING, MARKINGS, SIGNING, AND CURB PAINTING	1	LS	\$54,500.00	\$54,500.00
25	CONSTRUCT CONCRETE SEWER MANHOLE PER SPPWC STD. 200-4	35	EA	\$14,250.00	\$498,750.00
26	INSTALL 10" PVC SDR-35 SEWER PIPE	5,370	LF	\$215.00	\$1,154,550.00
27	INSTALL 12" PVC SDR-35 SEWER PIPE	330	LF	\$225.00	\$74,250.00
28	CONNECT EXISTING SEWER MAIN	1	EA	\$8,500.00	\$8,500.00
29	CONSTRUCT CONCRETE SEWER MANHOLE PER LACSD STD. S-A-204	5	EA	\$29,500.00	\$147,500.00
30	CONNECT EXISTING SEWER LATERAL TO PROPOSED MAIN	59	EA	\$4,750.00	\$280,250.00
31	RECHANNELIZE EXISTING SEWER MANHOLE BASE	1	EA	\$4,250.00	\$4,250.00
32	CONSTRUCT BRICK AND MORTAR PLUG	19	EA	\$850.00	\$16,150.00
33	ABANDON EXISTING SEWER MANHOLE	2	EA	\$4,500.00	\$9,000.00

TOTAL AMOUNT BID IN WORDS _____

Four million, four hundred seventy-four thousand, two hundred six dollars and fifty cents

Dollars


Bidder's Signature


Title

CEM Construction Corporation

Company Name

RECEIPT OF ADDENDUM NO(S). 1, 2, 3, 4, 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 Bid Bond on

the N/A 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. (323) 597-1084

BUSINESS ADDRESS 1412 Espanol Ave Montebello, CA 90640

CONTRACTOR'S LICENSE

NUMBER & EXPIRATION DATE 951234 08/31/2026

TYPE OF LICENSE 951234

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

CONTRACTOR'S SIGNATURE

, Dated this 8 day of July, 2025

SURETY COMPANY'S

U.S. Specialty Insurance

NAME

1 MacArthur Place, Suite 550,

ADDRESS

C-4

Santa Ana, CA 92707
CITY STATE / ZIP CODE

(323) 597-1084 (562) 381-9129


Bidder's Signature President
Title

CEM Construction Corporation
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. City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA 92805

Name and Address of Agency

Joel Jordan Phone number: 714-231-8368

Name and telephone number of person familiar with project

\$1,048,898.00 Replacement of existing cast iron water mains with new 10" ductile iron pipe water mains, including asphalt paving and repairs to sidewalks, curbs, and gutters. 05/2023

Contract amount Type of work Date completed

2. City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA 92805

Name and Address of Agency

Joel Jordan Phone number: 714-231-8368

Name and telephone number of person familiar with project

\$1,721,945.50 Installation of new 12", 15", and 21" diameter Vitrified Clay Pipe (VCP), construction of sanitary sewer manholes, manhole remodeling, roadway rehabilitation, PCC sidewalks, ADA access ramps, curbs & gutters, and related street work. 05/2024

Contract amount Type of work Date completed

3. City of Inglewood One Manchester Boulevard Inglewood, CA 90301

Name and Address of Agency

Roosevelt Robinson Phone number: 310-259-9969

Name and telephone number of person familiar with project

\$344,250.00 Repair or replacement of sewer and storm drain systems 05/2023

Contract amount Type of work Date completed

Please see attachments for additional references and information

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

Turner Surety and Insurance Brokerage, Inc. Agent: Mike Castaneda

6 Hutton Centre Drive Suite 1020 Santa Ana, CA 92707

U.S. Specialty Insurance 1 MacArthur Place, Suite 550 Santa Ana, CA 92707

Phone: 713-462-1000



1412 ESPANOL AVE
 MONTEBELLO, CALIFORNIA 90640
 323/597-1084 562/708-3586
 Lic. # 951234

CEM SEWER PROJECT AND REFERENCE LIST

Morley Builders

Project Name: Thatcher Yard Project (No. 2106004)

Description: Installation of Schedule 40 PVC pipes (1", 2", 4", 6"), point of connections, 4" water meter, 4" reduced pressure backflow preventer, and thrust blocks on all water lines

Contract Amount: \$792,915.00

Contact: Brittany Dziubek

Phone number: 310-382-8463

Email: BDziubek@MORLEYBUILDERS.com

Completed: 09/2024

City of Anaheim

Owner Address: City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA 92805

Project Name: North Vine Street Sanitary Sewer Improvements

Description: Replacement of existing cast iron water mains with new 10" ductile iron pipe water mains, including asphalt paving and repairs to sidewalks, curbs, and gutters.

Contract Amount: \$1,048,898.00

Contact: Joel Jordan

Phone number: 714-231-8368

Email: JJordan@anaheim.net

Completed: 05/2023

City of Anaheim

Owner Address: City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA 92805

Project Name: Lincoln Ave Sanitary Sewer and Street Improvements

Description: Installation of new 12", 15", and 21" diameter Vitrified Clay Pipe (VCP), construction of sanitary sewer manholes, manhole remodeling, roadway rehabilitation, PCC sidewalks, ADA access ramps, curbs & gutters, and related street work.

Contract Amount: \$1,721,945.50

Contact: Joel Jordan

Phone number: 714-231-8368

Email: JJordan@anaheim.net

Completed: 05/2024

Morley Builders**Project Name:** 832-837 Cahuenga Project (No.2006005)**Description:** Installation of PVC C-900 Water Line, point of connection, backflow preventer, lateral line in public right-of-way, C900 Fire water line, double check valve, and fire connection wall mount.**Contract Amount:** \$487,064.00**Contact:** Craig Babington**Phone number:** 310-384-8494**Email:** cbabington@MORLEYBUILDERS.com**Completed:** 04/2024**City of Inglewood****Owner Address:** One Manchester Boulevard Inglewood, CA 90301**Project Name:** As Needed Repair Service on Sewer System**Description:** Repair or replacement of sewer and storm drain systems including excavation, new VCP pipe installation, manhole installation, and associated asphalt and concrete work.**Contract Amount:** \$344,250.00**Contact:** Roosevelt Robinson**Phone number:** 310-259-9969**Email:** rrobinson@cityofinglewood.org**Completed:** 05/2023**City of Santa Ana****Owner Address:** 20 Civic Center Plaza Santa Ana, CA 92701**Project Name:** Raitt - Myrtle Park Project**Description:** Site preparation and demolition, grading/drainage, installation of water drainage pipes, onsite paving, hardscaping, fencing, site furnishings, playground and fitness equipment, irrigation, and street improvements.**Contract Amount:** \$2,776,406.00**Contact:** Ariam Veira, Sean Thomas**Phone number:** 714-647-6757 / 714-647-5624**Email:** aveira@santa-ana.org, stthomas5@santa-ana.org**Completed:** 03/2024**City of Temple City****Owner Address:** 9701 Las Tunas Drive Temple City, CA 91780**Project Name:** Primrose Park Project**Description:** Site preparation and demolition, grading, installation of water drainage pipes, onsite paving, hardscaping, fencing, site furnishings, playground and fitness equipment, irrigation, and street improvements**Contract Amount:** \$2,470,087.50**Contact:** Okan Demirci**Phone number:** 714-319-6137**Email:** okan.demirci@transtech.org**Completed:** 05/2022

City of Long Beach Public Works Department**Owner Address:** 1841 E 33rd St Long Beach, California 90807**Project Name:** Sewer Lateral Pilot Project**Description:** Removal and replacement of sewer, rehabilitation of existing sewer pipes, and associated street restoration.**Contract Amount:** \$550,225.00**Contact:** Valeri Karakanov,**Phone number:** 562-570-2331**Email:** Valeri.Karakanov@lbwater.org**Completed:** 09/2022**Rockwood Construction****Project Name:** - Perris March Plaza**Description:** Storm drain installation and rehabilitation including HDPE pipes, onsite water management, and connections to existing man**Contract Amount:** \$292,985.00**Contact:** Daniel Hernandez**Phone number:** 323-722-4805**Email:** Dhernandez@ci.commerce.ca.us**Completed:** 2020


Eduardo J. Carrillo, M.S., P.E.

Project Manager

C: 562-708-3586

EddieC@CEM-Construction.com





1412 ESPANOL AVE
 MONTEBELLO, CALIFORNIA 90640
 323/597-1084 562/708-3586
 Lic. # 951234

CEM WATER PROJECT AND REFERENCE LIST

City of Orange

Address: 300 E. Chapman Ave. Orange, CA 92866

Project Annual Pipeline Renewal Project (Bid No 23-24.25)

Description: Removal and construction of 8" and 10" VCP sewer mains, manholes, and laterals with bedding and backfill per city standards. Tasks include trenchless rehabilitation of existing sewer, manhole adjustments, and connections. Installation of PVC storm drain pipes, drainage inlets, and catch basins, with concrete work like curb and gutter removal. Additional work includes cutting and sealing sewer mains, connecting catch basin walls, and trench repairs

Contract Amount: \$2,547,770.00

Contact: Chris Mielke

Phone number: 714-288-2487

Email: cmielke@cityoforange.org

Completed: 3/2025

City of Alhambra

Address: 111 South First Street Alhambra, CA 91801

Project: Water Main Replacement and Street Rehabilitation Project on Marengo Ave

Description: Mobilization, traffic control, shoring, surveying, and water pollution management. Replacement of existing cast iron water mains with new 10-inch ductile iron pipe, including installation of valves, fire hydrants, water services, and abandonment of old mains and hydrants. Connections at Marengo Ave and Alhambra Rd, potholing utilities, and remodeling conflicting sewer laterals. Asphalt concrete (AC) pavement milling, overlay, and slot patching, along with repairs to sidewalks, driveways, curbs, and gutters. Adjustments to valves, manhole frames, and striping. Pressure testing, disinfection, and survey work.

Contract Amount: \$659,105.00

Contact: Thomas Amare

Phone number: 626-300-1562

Email: tamare@cityofalhambra.org

Morley Builders**Project Name:** Thatcher Yard Project (No. 2106004)**Description:** Installation of 4" and 6" PVC C-900 Water Line, point of connection, backflow preventer, lateral line in public right-of-way, 4" and 6" C900 Fire water line, double check valve, and fire connection, new storm drain catch basins and trench drains, cistern tank and mechanical skid pad, CDS unit and storm drain inlets, new 4 new 6" VCP sewer lateral connection and new sewer manhole.**Contract Amount:** \$792,915.00**Contact:** Brittany Dziubek,**Phone number:** 310-382-8463**Email:** BDziubek@morleybuilders.com**Completed:** 09/2024**City of Garden Grove****Address:** 11222 Acacia Parkway Garden Grove, CA 92840**Project** Anabel-Woodbury Water Improvement Project**Description:** Clearing, grubbing, and mobilization/demobilization. Installation of various PVC water pipes (12", 8", 6", 4") including fittings, thrust blocks, and appurtenances, with trenching, backfill, compaction, and asphalt repairs.

Installation of ductile iron gate valves, fire hydrants, water services, and temporary/permanent vertical offsets.

Abandonment of existing water mains and hydrants, including trenching, backfill, and asphalt repairs. Installation of air release valve assembly and concrete repairs. Traffic control, removal and replacement of concrete cross gutter, curb, gutter, sidewalk, bus pads, and other related tasks. Additional work includes potholing, over-excavation, soil disposal,

Contract Amount: \$2,097,545.00**Contact:** Liyan Jin,**Phone number:** 714-741-5977**Email:** ljin@ggcity.org**Completed:** 05/2024**Morley Builders****Project Name:** 832-837 Cahuenga Project (No.2006005)**Description:** Installation of PVC C-900 Water Line, point of connection, backflow preventer, lateral line in public right-of-way, C900 Fire water line, double check valve, and fire connection, new storm drain catch basins and trench drains, cistern tank and mechanical skid pad, CDS unit and storm drain inlets, new 6" VCP sewer lateral connection.**Contract Amount:** \$487,064.00**Contact:** Craig Babington**Phone number:** 310-384-8494**Email:** cbabington@morleybuilders.com**Completed:** 04/2024

City of Santa Ana**Address:** 20 Civic Center Plaza Santa Ana, CA 92701**Project Name:** Raitt - Myrtle Park Project**Description:** This project encompasses site preparation, demolition, grading, installation of water lines, storm drain pipe, catch basin, drop in-lets, NDS infiltration basin, paving, hardscaping, and comprehensive street improvements including irrigation, water connections and storm drain catch basin.**Contract Amount:** \$2,776,406.00**Contact:** Ariam Veira, Sean Thomas**Phone number:** 714-647-6757 / 714-647-5624**Email:** aveira@santa-ana.org, sthomas5@santa-ana.org**Completed:** 03/2024**City of Temple City****Address:** 9701 Las Tunas Drive Temple City, CA 91780**Project Name:** Primrose Park Project**Description:** Project tasks include site preparation, demolition, grading, installation of water drainage pipes, infiltration basin, onsite paving, hardscaping, and other related street improvements**Contract Amount:** \$2,470,087.50**Contact:** Okan Demirci**Phone number:** 714-319-6137**Email:** okan.demirci@transtech.org**Completed:** 05/2022**City of Orange****Address:** 300 E. Chapman Ave. Orange, CA 92866**Project Name:** Annual Pipeline Renewal Project (Bid No. 21-22.08)**Description:** Mobilization, demobilization, phasing, clean-up, and obtaining permits and bonds. Installation of 8" and 12" PVC water pipes with copper tracer wire, fittings, and appurtenances. Removal and installation of fire hydrants, gate valves, air-vac assemblies, and water services (1.5" and 4"). Abandonment of existing services and installation of new radio-read meters. Concrete cross-gutter replacement, asphalt overlay, and traffic control plans with signs.**Contract Amount:** \$1,366,700.00**Contact:** Ryan Visperas (Project Manager), Christopher Cash (Public Works Director),**Phone number:** 714-288-2487 / 714-744-5525**Email:** rvisperas@cityoforange.org**Completed:** 05/2023

City of Pomona

Address: 505 S. Garey Ave. Pomona, CA 91766

Project Name: Phil and Nell Soto Park

Description: Installation of PVC drain pipes of various sizes (6", 8", 12", and 15"), installation of a standard and modified catch basin, a 15"x15" Nyloplast H-10 cast iron grate and assembly, a parkway drain, and a cast basin filter insert among other improvements.

Contract Amount: \$2,297,151.50

Contact: Matt Pillarz / Rene Guerrero

Phone number: 909-620-3652 / 909-620-2261

Email: Matt_Pilarz@ci.pomona.ca.us

Completed: 04/2020



Eduardo J. Carrillo, M.S., P.E.

Project Manager

C: 562-708-3586

EddieC@CEM-Construction.com

C E M
CONSTRUCTION



1412 ESPANOL AVE
 MONTEBELLO, CALIFORNIA 90640
 323/597-1084 562/708-3586
 Lic. # 951234

CEM STORM DRAIN PROJECT AND REFERENCE LIST

City of Laguna Beach

Address: 505 Forest Avenue Laguna Beach, CA 92651

Project Name: C.I.P. Project NO. 154 Jasmine St. Storm Drain Improvements

Description: The work entails installing approximately 2,400 linear feet of storm drain pipe, including jacking a 28-inch steel casing for a 24-inch PVC pipe under Pacific Coast Highway. This includes catch basin installations and a low-flow diversion system.

Contract Amount: \$1,688,479.00

Contact: Matthew Oxford / Mark McAvoy

Phone number: 949-497-0792 / 949-497-0711

Email: moxford@lagunabeachcity.net

Completed: 10/2022

City of Alhambra

Address: 111 South First Street Alhambra, CA 91801

Project Name: NIB N2M24-29 Rehabilitation of The Storm Drain Pipes Project On Commonwealth Ave and Grand Ave

Description: replace existing storm drain pipe on Commonwealth Avenue and of existing storm drain pipe on Grand Avenue, and related appurtenances including repairing ADA ramps, paving and restriping.

Contract Amount: \$195,875.00

Contact: Thomas Amare

Phone number: 626-300-1562, C:626-425-8477,

Email: tamare@alhambraca.gov

Completed: 11/2024

City of Diamond Bar

Address: 21810 Copley Drive Diamond Bar California 91765

Project Name: Steep Canyon Trail

Description: The contractor is responsible for furnishing all labor, tools, materials, and equipment to complete the Sycamore Canyon Park Slope/Trail Repair Project. This includes approximately 500 linear feet of RCP, substituted with HDPE.

Contract Amount: \$1,099,140.00

Contact: Christian Malpica

Phone number: 909-839-7042

Email: cmalpica@diamondbarca.gov

Completed: 11/2019

1412 Espanol Ave • Montebello, CA, 90640 • 323 597-1084
 • Contractor's License A #951234 • DIR No.: 1000000805

City of Orange

Address: 300 E. Chapman Ave. Orange, CA 92866

Project Name: Bid No. 23-24.35; S-250; Annual Sewer Replacement/Maintenance FY 2023-2024

Description: 4200ft remove Existing Sewer and Construct 8" VCP Sewer Main and 600ft remove Existing Sewer and Construct 10" VCP Sewer Main, Connect Sewer Lateral, Construct manholes, and 970ft construct full length Trenchless rehabilitation of existing 6" VCP Sewer Main by Cure-in-Place Pipe Liner, Construct 664ft of 8" PVC Storm Drain Pipe and catch basin including asphalt paving and repairs to sidewalks, curbs, and gutters, and cross-gutters.

Contract Amount: \$2,079,170.00

Contact: Randy Nguyen, P.E, Salvador Jordan Muñoz

Phone number: (714) 744-5531

Email: smunoz@CityofOrange.org

Morley Builders

Project Name: 832-837 Cahuenga Project (No.2006005)

Description: Installation of PVC C-900 Water Line, point of connection, backflow preventer, lateral line in public right-of-way, C900 Fire water line, double check valve, and fire connection, new storm drain catch basins and trench drains, cistern tank and mechanical skid pad, CDS unit and storm drain inlets, new 6" VCP sewer lateral connection.

Contract Amount: \$487,064.00

Contact: Craig Babington

Phone number: 310-384-8494

Email: cbabington@morleybuilders.com

Completed: 04/2024

City of Inglewood**Address:** One Manchester Boulevard Inglewood, CA 90301**Project Name:** As Needed Repair Service on Sewer System (And Storm Drain)**Description:** Labor, equipment, and materials for sewer and storm drain system repairs. Replacement of 4", 6", 8", 10", and 12" VCP pipe, deep excavation, saw cutting, bedding, slurry backfill, new pipe installation, and traffic management. New 12" SDR 35 storm drain pipe to catch basins.**Contract Amount:** \$344,250.00**Contact:** Roosevelt Robison**Phone number:** 310-412-5333**Email:** rrobinson@cityofinglewood.org**Completed:** 05/2023**City of Santa Ana****Address:** 20 Civic Center Plaza Santa Ana, CA 92701**Project Name:** Raitt - Myrtle Park Project**Description:** This project encompasses site preparation, demolition, grading, installation of water lines, storm drain pipe, catch basin, drop in-lets, NDS infiltration basin, paving, hardscaping, and comprehensive street improvements including irrigation, water connections and storm drain catch basin.**Contract Amount:** \$2,776,406.00**Contact:** Ariam Veira, Sean Thomas**Phone number:** 714-647-6757 / 714-647-5624**Email:** aveira@santa-ana.org, sthomas5@santa-ana.org**Completed:** 03/2024**City of Temple City****Address:** 9701 Las Tunas Drive Temple City, CA 91780**Project Name:** Primrose Park Project**Description:** Project tasks include site preparation, demolition, grading, installation of water drainage pipes, infiltration basin, onsite paving, hardscaping, and other related street improvements**Contract Amount:** \$2,470,087.50**Contact:** Okan Demirci**Phone number:** 714-319-6137**Email:** okan.demirci@transtech.org**Completed:** 05/2022

City of Duarte**Address:** 1600 Huntington Drive Duarte, CA 91010**Project Name:** Construction of Drywell & Catch Basin at Royal Oaks Park**Description:** Construction of a drywell system, which includes opening a catch basin with an ARS unit and manhole, and connecting pipes to the drywell.**Contract Amount:** \$73,200.00**Contact:** Yessina Serra**Phone number:** 626-357-7931**Email:** ypaez@accessduarte.com**Completed:** 07/2020**City of Pomona****Address:** 505 S. Garey Ave. Pomona, CA 91766**Project Name:** Phil and Nell Soto Park**Description:** Installation of PVC drain pipes of various sizes (6", 8", 12", and 15"), installation of a standard and modified catch basin, a 15"x15" Nyloplast H-10 cast iron grate and assembly, a parkway drain, and a cast basin filter insert among other improvements.**Contract Amount:** \$2,297,151.50**Contact:** Matt Pillarz / Rene Guerrero**Phone number:** 909-620-3652 / 909-620-2261**Email:** Matt_Pilarz@ci.pomona.ca.us**Completed:** 04/2020


Eduardo J. Carrillo, M.S., P.E.

Project Manager

C: 562-708-3586

EddieC@CEM-Construction.com



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 CEM Construction Corporation

Business Address: 1412 Espanol Ave
Montebello, CA 90640

Telephone 323-597-1084

State Contractor's License No. and Class: 951234 Class: A, B, C-8, C-12, C-21, C-27, C-36

Original Date Issued 08/16/2010 Expiration Date 08/31/2026

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:

Jesus E Carrillo President / Treasurer 8207 Brookgreen Rd Downey, CA 90240 562-708-3586

Emigdio Carrillo Vice President / Secretary 8207 Brookgreen Rd Downey, CA 90240

562 708-0016

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

N/A

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

CEM Construction Corporation

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 14th day of July, 2025.

BIDDER CEM Construction Corporation

Jesus E Carrillo President / Treasurer

Emigdio Carrillo Vice President / Secretary

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

Jesus E Carrillo

Printed Name

President

Title

Subscribed and sworn to this 14th day of July, 2025.

NOTARY PUBLIC Please see attached Jurat

CALIFORNIA JURAT

CERTIFICATE

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 Los Angeles }

Subscribed and sworn to (or affirmed) before me on this 14 day of July, 2025,

by Jesus E. Carnillo, proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Vanessa Carrillo Alcala Rivas
Notary Public Signature



(Seal)

OPTIONAL INFORMATION

DOCUMENT

(name or type of document)

(number of pages)

(document date)

SIGNER CAPACITY

(capacity claimed by the signer)

NOTICE

THE NOTARY PUBLIC DOES NOT
CERTIFY THE AUTHORIZED
CAPACITY OF THE SIGNER

ACKNOWLEDGMENT

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 Orange

On July 9, 2025, before me, Hanh Le, Notary Public
(insert name and title of the officer)

personally appeared Kerissa Ricciardi,
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)





TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Kerissa Ricciardi or Michael Castaneda of Santa Ana California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (***\$5,000,000.00***).

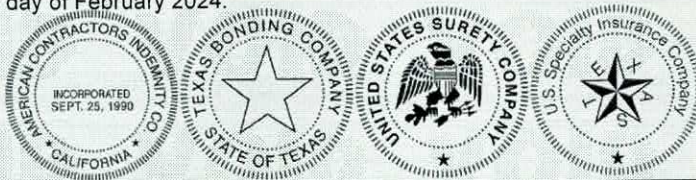
This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By:

Daniel P. Aguilar, Vice President

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 Los Angeles

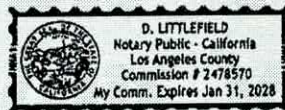
On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 9th day of July, 2025.

Bond No.

TS25-307

Agency No.

19709



Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

CALIFORNIA JURAT

CERTIFICATE

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 Los Angeles }

Subscribed and sworn to (or affirmed) before me on this 14 day of July, 2025

by Jesus E. Carrillo, proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Vanessa Carrillo Alcala Rivas
Notary Public Signature



(Seal)

OPTIONAL INFORMATION

DOCUMENT

(name or type of document)

(number of pages)

(document date)

SIGNER CAPACITY

(capacity claimed by the signer)

NOTICE
THE NOTARY PUBLIC DOES NOT
CERTIFY THE AUTHORIZED
CAPACITY OF THE SIGNER

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 X

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

n/a



CP 919 - Montebello Downtown Sewer Infrastructure Project

Bid Results																			
Item No.	Item Description	Qty.	Unit	CEM CONSTRUCTION CORP	CEM CONSTRUCTION CORP	KEC Engineering	KEC Engineering	Mladen Buntich Construction Company Inc	Mladen Buntich Construction Company Inc	VSI TECHNOLOGIES	VSI TECHNOLOGIES	Mike Bubalo Construction Co., Inc	Mike Bubalo Construction Co., Inc	Excel Paving	Excel Paving	Toro Enterprises, Inc	Toro Enterprises, Inc	Lonerock, Inc	Lonerock, Inc
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	PROJECT INFORMATION SIGNS	6	EA	\$ 1,450.00	\$ 8,700.00	\$ 2,500.00	\$ 15,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,001.00	\$ 6,006.00	\$ 5,800.00	\$ 34,800.00	\$ 985.00	\$ 5,910.00	\$ 9,000.00	\$ 54,000.00	\$ 3,000.00	\$ 18,000.00
2	TRAFFIC CONTROL	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 213,030.70	\$ 213,030.70	\$ 70,000.00	\$ 70,000.00	\$ 154,700.00	\$ 154,700.00	\$ 150,000.00	\$ 150,000.00	\$ 927,000.00	\$ 927,000.00	\$ 525,000.00	\$ 525,000.00	\$ 150,000.00	\$ 150,000.00
3	PROVIDE CONSTRUCTION SURVEY	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 27,500.00	\$ 27,500.00	\$ 60,000.00	\$ 60,000.00	\$ 63,700.00	\$ 63,700.00	\$ 60,000.00	\$ 60,000.00	\$ 82,000.00	\$ 82,000.00	\$ 90,440.00	\$ 90,440.00	\$ 75,000.00	\$ 75,000.00
4	REMOVE EXISTING ASPHALT (AC) PAVEMENT	85480	SF	\$ 4.50	\$ 384,660.00	\$ 1.65	\$ 141,042.00	\$ 7.50	\$ 641,000.00	\$ 4.10	\$ 350,468.00	\$ 5.00	\$ 427,400.00	\$ 8.00	\$ 683,840.00	\$ 9.70	\$ 829,156.00	\$ 3.00	\$ 256,440.00
5	REMOVE EXISTING CONCRETE PAVEMENT	2340	SF	\$ 9.50	\$ 22,230.00	\$ 8.00	\$ 18,720.00	\$ 20.00	\$ 46,800.00	\$ 10.01	\$ 23,423.40	\$ 40.00	\$ 93,600.00	\$ 5.00	\$ 11,700.00	\$ 10.40	\$ 24,336.00	\$ 5.00	\$ 11,700.00
6	REMOVE EXISTING SEWER MAIN	2930	LF	\$ 10.00	\$ 29,300.00	\$ 15.70	\$ 46,001.00	\$ 10.00	\$ 29,300.00	\$ 43.68	\$ 127,982.40	\$ 10.00	\$ 29,300.00	\$ 14.00	\$ 41,020.00	\$ 10.90	\$ 31,937.00	\$ 150.00	\$ 439,500.00
7	REMOVE EXISTING SEWER MANHOLE	21	EA	\$ 4,750.00	\$ 99,750.00	\$ 3,095.00	\$ 64,995.00	\$ 7,500.00	\$ 157,500.00	\$ 4,186.00	\$ 87,906.00	\$ 4,000.00	\$ 84,000.00	\$ 6,000.00	\$ 126,000.00	\$ 1,800.00	\$ 37,800.00	\$ 3,500.00	\$ 73,500.00
8	ABANDON EXISTING SEWER MAIN	1980	LF	\$ 5.00	\$ 9,900.00	\$ 9.30	\$ 18,414.00	\$ 20.00	\$ 39,600.00	\$ 32.76	\$ 64,864.80	\$ 15.00	\$ 29,700.00	\$ 40.00	\$ 79,200.00	\$ 29.30	\$ 58,014.00	\$ 10.00	\$ 19,800.00
9	REMOVE EXISTING LONGITUDINAL GUTTER	2700	LF	\$ 20.00	\$ 54,000.00	\$ 10.38	\$ 28,020.00	\$ 12.00	\$ 32,400.00	\$ 21.84	\$ 58,968.00	\$ 35.00	\$ 94,500.00	\$ 16.00	\$ 43,200.00	\$ 41.30	\$ 111,510.00	\$ 15.00	\$ 40,500.00
10	REMOVE EXISTING DRIVEWAY APPROACH	6800	SF	\$ 7.75	\$ 52,700.00	\$ 4.65	\$ 31,620.00	\$ 7.00	\$ 47,600.00	\$ 9.10	\$ 61,880.00	\$ 15.00	\$ 102,000.00	\$ 4.00	\$ 27,200.00	\$ 10.90	\$ 74,120.00	\$ 7.00	\$ 47,600.00
11	REMOVE EXISTING CROSS GUTTER	570	SF	\$ 12.00	\$ 6,840.00	\$ 12.60	\$ 7,182.00	\$ 10.00	\$ 5,700.00	\$ 14.56	\$ 8,299.20	\$ 20.00	\$ 11,400.00	\$ 6.00	\$ 3,420.00	\$ 13.30	\$ 7,581.00	\$ 20.00	\$ 11,400.00
12	COLD MILL EXISTING ASPHALT CONCRETE (AC) PAVEMENT (2")	48230	SF	\$ 1.05	\$ 50,641.50	\$ 1.21	\$ 58,358.30	\$ 1.00	\$ 48,230.00	\$ 3.55	\$ 171,216.50	\$ 3.00	\$ 144,690.00	\$ 1.00	\$ 48,230.00	\$ 0.95	\$ 45,818.50	\$ 2.00	\$ 96,460.00
13	CONSTRUCT 2" CONVENTIONAL AC SURFACE COURSE (TYPE C2-PG 64-10)	1700	TN	\$ 175.00	\$ 297,500.00	\$ 263.00	\$ 447,100.00	\$ 200.00	\$ 340,000.00	\$ 400.40	\$ 680,680.00	\$ 170.00	\$ 289,000.00	\$ 129.00	\$ 219,300.00	\$ 209.00	\$ 355,300.00	\$ 180.00	\$ 306,000.00
14	CONSTRUCT ASPHALT CONCRETE (AC) BASE COURSE	1620	TN	\$ 175.00	\$ 283,500.00	\$ 178.00	\$ 288,360.00	\$ 180.00	\$ 291,600.00	\$ 382.20	\$ 619,164.00	\$ 150.00	\$ 243,000.00	\$ 158.00	\$ 255,960.00	\$ 355.00	\$ 575,100.00	\$ 250.00	\$ 405,000.00
15	CRUSHED AGGREGATE BASE (CAB)	2448	CY	\$ 165.00	\$ 403,920.00	\$ 134.00	\$ 328,032.00	\$ 150.00	\$ 367,200.00	\$ 200.20	\$ 490,089.60	\$ 120.00	\$ 293,760.00	\$ 98.00	\$ 239,904.00	\$ 198.35	\$ 485,560.80	\$ 95.00	\$ 232,560.00
16	CONSTRUCT CONCRETE PAVEMENT	43	CY	\$ 705.00	\$ 30,315.00	\$ 905.00	\$ 38,915.00	\$ 700.00	\$ 30,100.00	\$ 1,729.00	\$ 74,347.00	\$ 300.00	\$ 12,900.00	\$ 740.00	\$ 31,820.00	\$ 804.00	\$ 34,572.00	\$ 1,500.00	\$ 64,500.00
17	CONSTRUCT CONCRETE CROSS GUTTER AND SPANDREL	570	SF	\$ 22.00	\$ 12,540.00	\$ 38.00	\$ 21,660.00	\$ 21.00	\$ 11,970.00	\$ 32.76	\$ 18,673.20	\$ 75.00	\$ 42,750.00	\$ 20.00	\$ 11,400.00	\$ 21.50	\$ 12,255.00	\$ 50.00	\$ 28,500.00

18	CONSTRUCT CONCRETE LONGITUDINAL GUTTER	2700	LF	\$ 48.00	\$ 129,600.00	\$ 38.15	\$ 103,005.00	\$ 61.00	\$ 164,700.00	\$ 45.50	\$ 122,850.00	\$ 45.00	\$ 121,500.00	\$ 50.00	\$ 135,000.00	\$ 55.88	\$ 150,876.00	\$ 100.00	\$ 270,000.00
19	CONSTRUCT CONCRETE DRIVEWAY APPROACH	1510	SF	\$ 15.00	\$ 22,650.00	\$ 69.00	\$ 104,190.00	\$ 15.00	\$ 22,650.00	\$ 29.12	\$ 43,971.20	\$ 85.00	\$ 128,350.00	\$ 15.00	\$ 22,650.00	\$ 37.30	\$ 56,323.00	\$ 40.00	\$ 60,400.00
20	CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH	5380	SF	\$ 22.00	\$ 118,360.00	\$ 18.50	\$ 99,530.00	\$ 21.00	\$ 112,980.00	\$ 32.76	\$ 176,248.80	\$ 25.00	\$ 134,500.00	\$ 17.00	\$ 91,460.00	\$ 19.00	\$ 102,220.00	\$ 50.00	\$ 269,000.00
21	ADJUST TO GRADE, UTILITY PER PLAN	62	EA	\$ 950.00	\$ 58,900.00	\$ 940.00	\$ 58,280.00	\$ 300.00	\$ 18,600.00	\$ 764.40	\$ 47,392.80	\$ 1,000.00	\$ 62,000.00	\$ 1,200.00	\$ 74,400.00	\$ 1,830.00	\$ 113,460.00	\$ 1,250.00	\$ 77,500.00
22	ADJUST TO GRADE, MANHOLE RIM AND COVER	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 1,900.00	\$ 7,600.00	\$ 1,500.00	\$ 6,000.00	\$ 1,456.00	\$ 5,824.00	\$ 4,000.00	\$ 16,000.00	\$ 2,700.00	\$ 10,800.00	\$ 1,830.00	\$ 7,320.00	\$ 1,500.00	\$ 6,000.00
23	INSTALL TRAFFIC SIGNAL LOOP DETECTORS AND CONNECT TO DLC	30	EA	\$ 850.00	\$ 25,500.00	\$ 835.00	\$ 25,050.00	\$ 600.00	\$ 18,000.00	\$ 3,276.00	\$ 98,280.00	\$ 500.00	\$ 15,000.00	\$ 480.00	\$ 14,400.00	\$ 525.00	\$ 15,750.00	\$ 1,500.00	\$ 45,000.00
24	TRAFFIC STRIPING, MARKINGS, SIGNING, AND CURB PAINTING	1	LS	\$ 54,500.00	\$ 54,500.00	\$ 75,000.00	\$ 75,000.00	\$ 55,000.00	\$ 55,000.00	\$ 136,500.00	\$ 136,500.00	\$ 50,000.00	\$ 50,000.00	\$ 39,000.00	\$ 39,000.00	\$ 28,890.00	\$ 28,890.00	\$ 50,000.00	\$ 50,000.00
25	CONSTRUCT CONCRETE SEWER MANHOLE PER SPPWC STD. 200-4	35	EA	\$ 14,250.00	\$ 498,750.00	\$ 11,500.00	\$ 402,500.00	\$ 7,000.00	\$ 245,000.00	\$ 11,830.00	\$ 414,050.00	\$ 26,000.00	\$ 910,000.00	\$ 14,600.00	\$ 511,000.00	\$ 12,750.00	\$ 446,250.00	\$ 17,000.00	\$ 595,000.00
26	INSTALL 10" PVC SDR-35 SEWER PIPE	5370	LF	\$ 215.00	\$ 1,154,550.00	\$ 377.00	\$ 2,024,490.00	\$ 313.00	\$ 1,680,810.00	\$ 209.30	\$ 1,123,941.00	\$ 350.00	\$ 1,879,500.00	\$ 350.00	\$ 1,879,500.00	\$ 313.00	\$ 1,680,810.00	\$ 450.00	\$ 2,416,500.00
27	INSTALL 12" PVC SDR-35 SEWER PIPE	330	LF	\$ 225.00	\$ 74,250.00	\$ 276.00	\$ 91,080.00	\$ 320.00	\$ 105,600.00	\$ 263.90	\$ 87,087.00	\$ 400.00	\$ 132,000.00	\$ 305.00	\$ 100,650.00	\$ 321.00	\$ 105,930.00	\$ 475.00	\$ 156,750.00
28	CONNECT EXISTING SEWER MAIN	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 11,000.00	\$ 11,000.00	\$ 1,000.00	\$ 1,000.00	\$ 11,284.00	\$ 11,284.00	\$ 27,000.00	\$ 27,000.00	\$ 12,000.00	\$ 12,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
29	CONSTRUCT CONCRETE SEWER MANHOLE PER LACSD STD. S A-204	5	EA	\$ 29,500.00	\$ 147,500.00	\$ 12,400.00	\$ 62,000.00	\$ 17,000.00	\$ 85,000.00	\$ 13,104.00	\$ 65,520.00	\$ 50,000.00	\$ 250,000.00	\$ 15,000.00	\$ 75,000.00	\$ 17,715.00	\$ 88,575.00	\$ 20,000.00	\$ 100,000.00
30	CONNECT EXISTING SEWER LATERAL TO PROPOSED MAIN	59	EA	\$ 4,750.00	\$ 280,250.00	\$ 5,000.00	\$ 295,000.00	\$ 7,000.00	\$ 413,000.00	\$ 4,004.00	\$ 236,236.00	\$ 1,000.00	\$ 59,000.00	\$ 2,500.00	\$ 147,500.00	\$ 2,000.00	\$ 118,000.00	\$ 4,500.00	\$ 265,500.00
31	RECHANNELIZE EXISTING SEWER MANHOLE BASE	1	EA	\$ 4,250.00	\$ 4,250.00	\$ 2,600.00	\$ 2,600.00	\$ 4,000.00	\$ 4,000.00	\$ 14,196.00	\$ 14,196.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 6,600.00	\$ 6,600.00	\$ 4,000.00	\$ 4,000.00
32	CONSTRUCT BRICK AND MORTAR PLUG	19	EA	\$ 850.00	\$ 16,150.00	\$ 1,035.00	\$ 19,665.00	\$ 1,000.00	\$ 19,000.00	\$ 1,729.00	\$ 32,851.00	\$ 700.00	\$ 13,300.00	\$ 700.00	\$ 13,300.00	\$ 300.00	\$ 5,700.00	\$ 250.00	\$ 4,750.00
33	ABANDON EXISTING SEWER MANHOLE	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,370.00	\$ 12,740.00	\$ 10,000.00	\$ 20,000.00	\$ 6,000.00	\$ 12,000.00	\$ 10,500.00	\$ 21,000.00	\$ 1,500.00	\$ 3,000.00
					\$ 4,474,206.50		\$ 5,184,940.00		\$ 5,189,340.00		\$ 5,691,339.90		\$ 5,968,950.00		\$ 5,984,764.00		\$ 6,301,204.30		\$ 6,609,860.00



ITEM # 12

**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: **ADOPT RESOLUTION NO. 25-64 APPROVING A MEMORANDUM OF UNDERSTANDING NO. 25-10 (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO MANAGEMENT PROFESSIONALS ASSOCIATION (MMPA)**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-10 approving a Memorandum of Understanding No. 25-10 (MOU) between the City of Montebello and the Montebello Management Professionals Association (MMPA); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Memorandum of Understanding (MOU) between the City and the Montebello Management and Professionals Association (MMPA) for the period of July 1, 2025 through June 30, 2028 contains salary increases, increases to education incentive pay, increases to bilingual pay, changes to longevity, reducing the number of years necessary to begin receiving longevity, increased certificate pay and other non-economic changes and MOU language clean-up (Attachment A).

The salary increases over the three-year MOU term are five percent (5.0%) effective the first full pay period after the MOU is approved by the City Council, five percent (5.0%) in July 2026 and two and a half percent (2.5%) in July 2028. The three-year estimated cost of the total 12.5% pay increase is \$554,000. The table below shows the annual estimated additional salary expenses:

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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FY 25-26	FY 26-27	FY 27-28	
5.0%	5.0%	2.5%	TOTAL
212,990	223,639	117,411	554,040

The estimated salary increase expenses also include PERS related costs. Since the employer share of PERS is calculated as a percentage of base pay, any increase to wages leads to an increase in pension expenses.

Members of this association are eligible for Education Incentive pay depending on the degree achieved: Bachelors Degree or Masters Degree. The monthly incentive amount for each of these degrees is increasing, from \$200/month for a Bachelors Degree to \$400/month and from \$400/month for a Masters Degree to \$800/month. The increase will cost approximately \$76,800 additionally each year, or \$230,400 over the three-year MOU term. The increase to bilingual pay will cost an additional \$25,400 annually, or \$76,300 over the three-year term.

There is also the expansion of longevity pay, lowering the eligibility tiers so that the first tier (1.5% of salary) begins after seven (7) years of service (versus ten [10] years). The immediate cost of this change to longevity is minimal, given the fact that the average tenure of MMPA members is three years.

The total three-year estimated cost of this MOU is \$861,000 – base salary increases, additional PERS costs, longevity pay, improved special pays (e.g., bilingual and certificate) and increases to the education incentive.

BACKGROUND/DISCUSSION:

In Spring 2025, the City began labor negotiations sessions with MMPA ahead of the existing MOU expiring on June 30, 2025. MMPA, represented by the American Federation of State, County, and Municipal Employees (AFSCME) Local 99, represents managers, assistant directors, and related job classifications at the City of Montebello. The parties held multiple negotiation sessions, and reached a tentative agreement on a three (3) year MOU effective July 1, 2025 to June 30, 2028 (Attachment A). The tentative agreement has been ratified by the MMPA membership.

The major provisions of the tentative agreement include: base salary increases of five percent (5%) effective the first full pay period after the City Council's approval of the MOU, five percent (5%) effective July 2026, and two and one-half percent (2.5%) effective July 2027; adjustments to the eligibility tiers for longevity pay; certificate pay increase from \$25 to \$50 per certificate for up to three (3) certificates for a maximum of \$150 per month; increase bilingual pay by \$25 per category resulting in a new bilingual pay incentive of \$75 per category, per month; increase annual administrative leave from 50 hours to 60 hours for all members and from 50 hours to 70 hours for employees in the classifications of Public Affairs Manager and Information Technology Manager; increase education incentive pay from \$200 per month to \$400 for Bachelor's Degree and from \$400 per month to \$800 per month for Master's or Doctoral Degree; and clarifying language on issues of employment.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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As a full-service organization, the City depends on the experience, knowledge, and skills of the MMPA to manage and administer the various projects and programs offered to the community. Moreover, the proposed MOU would allow the City to remain competitive in the marketplace.

ENVIRONMENTAL:

None

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council adopt Resolution No. 25-64 approving the proposed MOU (Attachment A) between the City and MMPA for the period of July 1, 2025, to June 30, 2028, and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-64 - MMPA
2. Exhibit A- MMPA MOU 2025-2028 Final

RESOLUTION NO. 25-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING NO. 25-10 AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO MANAGEMENT PROFESSIONALS ASSOCIATION (MMPA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2028

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours, and terms and conditions of employment. As a result of such good faith negotiations, the City and the MMPA have agreed to a comprehensive Memorandum of Understanding (MOU) attached here as EXHIBIT A.

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

SECTION 1: The MOU between the City of Montebello and MMPA dated July 1, 2025 through June 30, 2028 and attached is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-64

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-64 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor, and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 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

EXHIBITS:

- Exhibit A – Memorandum of Understanding No. 25-10 - MMPA

EXHIBIT A

MEMORANDUM OF UNDERSTANDING NO. 25-10
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
AFSCME Local 99



FOR JULY 1, 2025 THROUGH JUNE 30, 2028

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AFSCME Local 99 / THE CITY OF MONTEBELLO MANAGEMENT PROFESSIONALS’
ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello (“City”) have met and conferred in good faith with representatives of the AFSCME Local 99, **Montebello Management Professionals’ Association (“MMPA”)**, and have reached an agreement to recommend that the City Council take the actions identified in this inaugural Memorandum of Understanding (hereafter either “Memorandum,” “MOU” or “Agreement”). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 22-25 adopted by the City Council on April 27, 2022. Except as otherwise modified herein, existing wages, hours, and other terms and conditions of employment shall remain in full force and effect.

ARTICLE I – IMPLEMENTATION

SECTION A TERM

Period Covered. Three (3) years. From 7/1/2025 to 6/30/2028.

SECTION B RECOGNITION

The AFSCME Local 99/ **Montebello Management Professionals’ Association (MMPA)**, is the exclusive representative of the employees in the general bargaining unit currently of the classifications listed in EXHIBIT A; a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for employees of the bargaining unit as well as modifications of certain existing City codes, rules, and policies.

Incorporation of City code, rules, and policies have been adopted during “*Meet and Confer*” sessions and shall be considered adopted by reference in this MOU specifically the following City policies which are attached as appendices to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.516 Jury Duty Compensation

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g. 2.060.528 Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions. AFSCME Local 99/ MMPA shall provide CITY with a certification that it has and maintains an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. AFSCME Local 99/ MMPA shall indemnify the CITY for any claims made by the employee for deductions made in reliance on that information.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit employees to allow Association to conduct Association business on behalf of those employees.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for employees of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASES

The City shall increase the base salary of all employees in all classifications in this bargaining unit as follows:

- a). Effective the first full pay period after City Council adoption of this MOU, base pay for each classification will be increased by five percent (5%).
- b). Effective the first full pay period after July 1, 2026, base pay for each classification will be increased by five percent (5%).

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- c). Effective the first full pay period after July 1, 2027, base pay for each classification will be increased by two and one-half percent (2.5%).
- Salary ranges for unit classifications are listed in EXHIBIT B.
 - Annual performance increases will remain on schedule for employees who meet department expectations on their performance evaluation.
 - Management reserves the right to increase an employee's salary by one (1) or two (2) steps based on their performance evaluation. Any increase beyond two (2) steps must be authorized by the City Manager, within the adopted salary range.

SECTION B CERTIFICATE PAY

Effective August 24, 2025, employees who possess and maintain additional certificates/licenses shall be eligible to receive fifty dollars (\$50.00) monthly per certificate, for up to a maximum of three (3) certificates/licenses or one-hundred fifty dollars (\$150.00) monthly. In no case, shall any affected unit member simultaneously receive compensation for more than three (3) certificates. Employees will not be permitted to stack more than three (3) certificates/licenses.

The employee shall receive the additional compensation following authorization by the respective Department Director/Chief and the Director of Human Resources.

The additional certification and licensure incentives only apply to certifications and licenses that:

- Are not mandated to meet the classification's minimum job requirement criteria; and
- Have an annual or bi-annual renewal process or examination.

An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate and provide annual proof of valid certificate/license will result in the loss of Certificate Pay.

The certificate incentive pay will commence on the 1st day of the next month after obtaining authorization and submitting proof of certificate(s)/license(s). The employee's department will submit a personnel action form to Human Resources for the incentive pay to be added to the employee's salary.

SECTION C AUTO ALLOWANCE

Employees assigned to the classifications of Assistant Director of Public Affairs and/or Risk Manager shall receive a monthly auto allowance of three hundred (\$300) dollars in-lieu of a City-provided vehicle.

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SECTION D CITY PROVIDED VEHICLE

Employees assigned to the classifications of Deputy Director of Public Works and/or Assistant Director of Transportation shall be provided an automobile for their use while conducting official City business. Employee understands that the vehicle may be used for official business and incidental personal purposes only or at any time they could potentially have to respond to a work-related incident. Further, said vehicle shall not be operated by persons other than Employee. The City shall be responsible for providing liability insurance (bodily injury and property damage) for the Employee's use of said vehicle. In addition to those restrictions listed above, Employee agrees to abide by any additional restrictions on the use of said vehicle imposed by the insurer. The City shall provide Employee written notice of any additional terms and/or restrictions imposed by the insurer. The City shall also provide for maintenance, repair and replacement costs of said automobile, in accordance with City policy.

ARTICLE III – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

Employees have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, to receive cash out for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December.

Effective December 2023, and thereafter, in no event shall the total Annual Leave hours cashed out exceed eighty (80) hours per year. The annual optional election to cash out up to eighty (80) hours of Annual Leave shall be paid out at the employee's current base rate plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the employee's current base rate of pay.

SECTION B VACATION LEAVE

1. Accrual and Cap: Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

FULL-TIME YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours

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2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs (157 months & thereafter)	6.15 hours	160 hours	320 hours

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December. Vacation Leave shall be paid out at the employee's current base rate of pay.

All employees with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

Other Rules:

- Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.

SECTION C SICK LEAVE

1. **Accrual and Cap:** Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
3.692	96	1040

2. Sick leave may be utilized for:

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ASSOCIATION

- Personal illness or injury of the employee;
- Authorized emergency leave; serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

Other Rules:

Sick leave may be taken in increments of one-half (1/2) hour or more.

Sick leave may not be used for denied vacation leave.

For absences of over two (2) days, a medical certificate from a qualified physician may be required.

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

** Sick hours will not be considered hours worked when computing overtime.

** After sick leave has been exhausted, employee may use earned vacation.

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

OPTION 1:

Payout at separation based on years of service at current base pay, up to 720 hours:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

OPTION 2 (AT RETIREMENT ONLY):

Sick Leave Conversion to Service Credit:

In accordance with Government Code Section 20965, the City will continue the process to evaluate the cost to amending its retirement contract with CalPERS to include the Sick Leave Conversion Benefit. Upon amendment, employees would have the option to convert any

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unused Sick Leave hours to CalPERS service credit upon retirement from the City of Montebello.

SECTION D HOLIDAY BANK

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x# of regular shift hours	Automatic cash out the second (2 nd) pay period in January of each calendar year

Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH - June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDIGENOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate of twelve (12) full-day holidays which occurs during the calendar year. The bank of hours will correlate to the employee's current shift schedule.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours
9/80 schedule	108 hours
5/40 schedule	96 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employee's whose regular schedule work-day occurs on an observed holiday may use their holiday hours at the discretion of the managing department, subject to department rules and guidelines.

Cash Out of Remaining Holiday Hours

- During the second (2nd) pay period in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the current base pay.

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There shall be no carryover of any unused holiday hours from one calendar year to another.

Observation of Holidays

- Designated holidays falling on a Monday through Thursday shall be observed by the City on the actual date of the designated holiday.
- Designated holidays falling on a Friday, Saturday, or Sunday those hours will be banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January, if unused.

Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation, at the current base rate of pay.

****** Holiday hours will not be considered hours worked when computing overtime.

****** In order to receive holiday pay an employee shall work or have approved leave time off on their last scheduled shift immediately preceding the holiday, and their first scheduled shift immediately after the holiday. Employees must be an active employee on Payroll (hours submitted) at the time the holiday is observed in order to be eligible to receive the Holiday hours.

******* Holiday hours are available to be used on or after the holiday is observed (employee may not use the holiday prior to the holiday observation).

SECTION E ADMINISTRATIVE LEAVE

Effective August 24, 2025, employees will receive sixty (60) hours of Administrative Leave per calendar year, posted during the first full pay period each January. Employees entering the unit after January will receive a prorated amount.

Employees in the following job classifications will receive an additional ten (10) hours of Administrative Leave, for a total of seventy (70) hours: Public Affairs Manager and Information Technology Manager.

Upon posting administrative leave hours, any unused administrative leave hours remaining from the previous calendar year will be automatically paid off at the current rate of pay (base plus incentives).

Upon separation or retirement, unused administrative leave hours are paid out at the employees' base rate of pay.

ARTICLE IV - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by the Government Code, which define the employee contribution/cost sharing as follows:

- 1. Retirement Tier 1:** Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7533, et seq. These employees are also referred to as "Classic CalPERS Members".
 - a. CalPERS retirement formula is 2.7% @ 55.
- 2. Retirement Tier 2:** Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members".
 - a. CalPERS retirement formula is 2.0% @ 62.

SECTION B EMPLOYEE CALPERS CONTRIBUTION

1. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the eight percent (8%) employee contributions toward their CalPERS pension.

2. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The normal cost obligation for each PEPRA unit member is determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE V – POST RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

Full-time unit employees hired prior to June 12, 2019:

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as outlined in Resolution 04-08A, to all full-time employees in the bargaining unit that were and currently are employed by the City as of June 12, 2019. Eligible employees of the bargaining unit must have completed a minimum of (15)

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ASSOCIATION

years of service as a full-time employee to receive the Retiree Health Benefit. Years of City service in a part- time position do not count toward the prerequisite years of service or eligibility and will not be considered as qualifying.

All full-time employees in the bargaining unit hired after June 12, 2019 shall only receive the minimum health premium contribution as set forth in Government Code section 22892.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A UNIT WORK SCHEDULES

1. Employees may be assigned to the following work schedules dependent on organizational need.

4/10 Work Schedule

9/80 Work Schedule

5/40 Work Schedule

2. Work Schedule Changes: Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION B CLASSIFICATION TITLE UPDATE

CITY agrees to change the title of Information Systems Manager to Information Technology Manager in EXHIBIT A and everywhere else that this classification appears.

SECTION C PROBATIONARY PERIOD

Employees who are hired or enter the unit on or after July 1, 2025, will serve a twelve (12) month probationary period for the appointment to a classification represented by MMPA. If a probationary employee is on leave for more than thirty (30) consecutive calendar days during the probationary period, the employee's probationary period shall be extended by the duration of the employee's leave. The probationary period may be extended up to six (6) months as determined by the employees' Department Head/Chief.

An employee may be released from probation by their Department Head/Chief without cause and without right of appeal during the employee's initial probationary period. An employee who is released while serving a probationary period after promotion shall be returned to his/her previous classification provided the employee had attained regular status in that classification.

SECTION D MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to

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operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with employment law; to make and enforce.

SECTION E AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but not limited: to adjustment of the distribution of unequal and/or unjust resources and opportunities among employees of City of Montebello, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION F SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for three (3) years. **From 7/1/2025 to 6/30/2028.**

James Coiner Date

Montebello Management Professionals' Association President

AFSCME Local 99

Luis Schmidt AFSCME DC 36 Date

Raul Alvarez Date

City Manager



The Montebello Management Professionals' Association

REPRESENTED CLASSIFICATIONS

Accounting Manager
Administration Manager
Assistant Director of Finance
Assistant Director of Fire
Assistant Director of Human Resources
Assistant Director of Planning & Community Development
Assistant Director of Public Affairs
Assistant Director Of Public Works
Assistant Director of Recreation & Community Services
Assistant Director of Transportation
Building Official
Code Enforcement Manager
Construction Manager
Deputy Director Of Public Works
Deputy Director of Transportation
Economic Development Manager
Executive Assistant to the City Manager
Facility Maintenance Manager
Finance Manager
Fleet Maintenance Manager
Fleet Services Manager
Golf Course Facilities Manager
Housing Manager
Human Resources Analyst
Human Resources Manager
Information Technology Manager
Planning Manager
Principal Risk Officer
Public Affairs Manager
Public Information Officer
Public Works Manager
Public Works Superintendent
Recreation Manager
Risk Management Analyst



EXHIBIT A

Risk Manager
Senior Deputy City Clerk
Senior Human Resources Analyst
Superintendent/Facility Manager
Transit Administration Manager
Transit Operations Manager



EXHIBIT B

The Montebello Management Professionals' Association

SALARY RANGES

07/01/2025 – 8/23/2025

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Accounting Manager	48	\$ 108,344	-	\$ 135,307	
Administrative Manager	44	\$ 98,154	-	\$ 122,581	
Assistant Director of Finance	56	\$ 132,007	-	\$ 164,858	
Assistant Director of Fire	56	\$ 132,007	-	\$ 164,858	
Assistant Director of Human Resources	56	\$ 132,007	-	\$ 164,858	
Assistant Director of Planning & Community Development	55	\$ 128,787	-	\$ 160,837	
Assistant Director of Public Affairs	55	\$ 126,787	-	\$ 160,837	
Assistant Director Of Public Works	54	\$ 125,646	-	\$ 156,915	
Assistant Director of Recreation & Community Services	51	\$ 116,675	-	\$ 145,711	
Assistant Director of Transportation	54	\$ 125,646	-	\$ 156,915	
Building Official	49	\$ 111,053	-	\$ 138,690	
Code Enforcement Manager	38	\$ 84,638	-	\$ 105,702	
Construction Manager	48	\$ 108,344	-	\$ 135,307	
Deputy Director Of Public Works	52	\$ 119,592	-	\$ 149,354	
Deputy Director of Transportation	52	\$ 119,592	-	\$ 149,354	
Economic Development Manager	50	\$ 113,829	-	\$ 142,157	
Executive Assistant to the City Manager	30	\$ 69,467	-	\$ 86,754	
Facility Maintenance Manager	48	\$ 108,344	-	\$ 135,307	
Finance Manager	48	\$ 108,344	-	\$ 135,307	
Fleet Maintenance Manager	44	\$ 98,154	-	\$ 122,581	
Fleet Services Manager	42	\$ 93,425	-	\$ 116,675	
Golf Course Facilities Manager	35	\$ 78,595	-	\$ 98,154	
Housing Manager	48	\$ 108,344	-	\$ 135,307	
Human Resources Analyst	34	\$ 76,678	-	\$ 95,760	
Human Resources Manager	48	\$ 108,344	-	\$ 135,307	
Information Technology Manager	49	\$ 111,053	-	\$ 138,690	
Planning Manager	49	\$ 111,053	-	\$ 138,690	
Principal Risk Officer	59	\$ 142,157	-	\$ 177,534	
Public Affairs Manager	35	\$ 78,595	-	\$ 98,154	
Public Information Officer	32	\$ 72,983	-	\$ 91,146	
Public Works Manager	37	\$ 82,574	-	\$ 103,123	
Public Works Superintendent	43	\$ 95,780	-	\$ 119,592	
Recreation Manager	35	\$ 78,595	-	\$ 98,154	
Risk Management Analyst	30	\$ 69,467	-	\$ 86,754	
Risk Manager	50	\$ 113,629	-	\$ 142,157	
Senior Deputy City Clerk	39	\$ 86,754	-	\$ 108,344	
Senior Human Resources Analyst	41	\$ 91,146	-	\$ 113,829	
Superintendent/Facility Manager	38	\$ 84,638	-	\$ 105,702	
Transit Administration Manager	45	\$ 100,608	-	\$ 125,646	
Transit Operations Manager	47	\$ 105,702	-	\$ 132,007	



EXHIBIT B

The Montebello Management Professionals' Association

SALARY RANGES

08/24/2025 – 7/11/2026

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>		
Accounting Manager	50	\$ 113,829	-	\$ 142,157
Administrative Manager	46	\$ 103,123	-	\$ 128,787
Assistant Director of Finance	58	\$ 138,690	-	\$ 173,204
Assistant Director of Fire	58	\$ 138,690	-	\$ 173,204
Assistant Director of Human Resources	58	\$ 138,690	-	\$ 173,204
Assistant Director of Planning & Community Development	57	\$ 135,307	-	\$ 168,980
Assistant Director of Public Affairs	57	\$ 135,307	-	\$ 168,980
Assistant Director Of Public Works	56	\$ 132,007	-	\$ 164,858
Assistant Director of Recreation & Community Services	53	\$ 122,581	-	\$ 153,087
Assistant Director of Transportation	56	\$ 132,007	-	\$ 164,858
Building Official	51	\$ 116,675	-	\$ 145,711
Code Enforcement Manager	40	\$ 88,923	-	\$ 111,053
Construction Manager	50	\$ 113,829	-	\$ 142,157
Deputy Director Of Public Works	54	\$ 125,646	-	\$ 156,915
Deputy Director of Transportation	54	\$ 125,646	-	\$ 156,915
Economic Development Manager	52	\$ 119,592	-	\$ 149,354
Executive Assistant to the City Manager	32	\$ 72,983	-	\$ 91,146
Facility Maintenance Manager	50	\$ 113,829	-	\$ 142,157
Finance Manager	50	\$ 113,829	-	\$ 142,157
Fleet Maintenance Manager	46	\$ 103,123	-	\$ 128,787
Fleet Services Manager	44	\$ 98,154	-	\$ 122,581
Golf Course Facilities Manager	37	\$ 82,574	-	\$ 103,123
Housing Manager	50	\$ 113,829	-	\$ 142,157
Human Resources Analyst	36	\$ 80,560	-	\$ 100,608
Human Resources Manager	50	\$ 113,829	-	\$ 142,157
Information Technology Manager	51	\$ 116,675	-	\$ 145,711
Planning Manager	51	\$ 116,675	-	\$ 145,711
Principal Risk Officer	61	\$ 149,354		\$ 186,522
Public Affairs Manager	37	\$ 82,574	-	\$ 103,123
Public Information Officer	34	\$ 76,678	-	\$ 95,760
Public Works Manager	39	\$ 86,754	-	\$ 108,344
Public Works Superintendent	45	\$ 100,608	-	\$ 125,646
Recreation Manager	37	\$ 82,574	-	\$ 103,123
Risk Management Analyst	32	\$ 72,983	-	\$ 91,146
Risk Manager	52	\$ 119,592	-	\$ 149,354
Senior Deputy City Clerk	41	\$ 91,146	-	\$ 113,829
Senior Human Resources Analyst	43	\$ 95,760	-	\$ 119,592
Superintendent/Facility Manager	40	\$ 88,923	-	\$ 111,053
Transit Administration Manager	47	\$ 105,702	-	\$ 132,007
Transit Operations Manager	49	\$ 111,053	-	\$ 138,690



EXHIBIT B

The Montebello Management Professionals' Association

SALARY RANGES

07/12/2026 – 7/10/2027

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Accounting Manager	52	\$	119,592	-	\$ 149,354
Administrative Manager	48	\$	108,344	-	\$ 135,307
Assistant Director of Finance	60	\$	145,711	-	\$ 181,973
Assistant Director of Fire	60	\$	145,711	-	\$ 181,973
Assistant Director of Human Resources	60	\$	145,711	-	\$ 181,973
Assistant Director of Planning & Community Development	59	\$	142,157	-	\$ 177,534
Assistant Director of Public Affairs	59	\$	142,157	-	\$ 177,534
Assistant Director Of Public Works	58	\$	138,690	-	\$ 173,204
Assistant Director of Recreation & Community Services	55	\$	128,787	-	\$ 160,837
Assistant Director of Transportation	58	\$	138,690	-	\$ 173,204
Building Official	53	\$	122,581	-	\$ 153,087
Code Enforcement Manager	42	\$	93,425	-	\$ 116,675
Construction Manager	52	\$	119,592	-	\$ 149,354
Deputy Director Of Public Works	56	\$	132,007	-	\$ 164,858
Deputy Director of Transportation	56	\$	132,007	-	\$ 164,858
Economic Development Manager	54	\$	125,646	-	\$ 156,915
Executive Assistant to the City Manager	34	\$	76,678	-	\$ 95,760
Facility Maintenance Manager	52	\$	119,592	-	\$ 149,354
Finance Manager	52	\$	119,592	-	\$ 149,354
Fleet Maintenance Manager	48	\$	108,344	-	\$ 135,307
Fleet Services Manager	46	\$	103,123	-	\$ 128,787
Golf Course Facilities Manager	39	\$	86,754	-	\$ 108,344
Housing Manager	52	\$	119,592	-	\$ 149,354
Human Resources Analyst	38	\$	84,638	-	\$ 105,702
Human Resources Manager	52	\$	119,592	-	\$ 149,354
Information Technology Manager	53	\$	122,581	-	\$ 153,087
Planning Manager	53	\$	122,581	-	\$ 153,087
Principal Risk Officer	63	\$	156,915	-	\$ 195,965
Public Affairs Manager	39	\$	86,754	-	\$ 108,344
Public Information Officer	36	\$	80,560	-	\$ 100,608
Public Works Manager	41	\$	91,146	-	\$ 113,829
Public Works Superintendent	47	\$	105,702	-	\$ 132,007
Recreation Manager	39	\$	86,754	-	\$ 108,344
Risk Management Analyst	34	\$	76,678	-	\$ 95,760
Risk Manager	54	\$	125,646	-	\$ 156,915
Senior Deputy City Clerk	43	\$	95,760	-	\$ 119,592
Senior Human Resources Analyst	45	\$	100,608	-	\$ 125,646
Superintendent/Facility Manager	42	\$	93,425	-	\$ 116,675
Transit Administration Manager	49	\$	111,053	-	\$ 138,690
Transit Operations Manager	51	\$	116,675	-	\$ 145,711



EXHIBIT B

The Montebello Management Professionals' Association

SALARY RANGES

07/12/2027 - 06/30/2028

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Accounting Manager	53	\$	122,581	-	\$ 153,087
Administrative Manager	49	\$	111,053	-	\$ 138,690
Assistant Director of Finance	61	\$	149,354	-	\$ 186,522
Assistant Director of Fire	61	\$	149,354	-	\$ 186,522
Assistant Director of Human Resources	61	\$	149,354	-	\$ 186,522
Assistant Director of Planning & Community Development	60	\$	145,711	-	\$ 181,973
Assistant Director of Public Affairs	60	\$	145,711	-	\$ 181,973
Assistant Director Of Public Works	59	\$	142,157	-	\$ 177,534
Assistant Director of Recreation & Community Services	56	\$	132,007	-	\$ 164,858
Assistant Director of Transportation	59	\$	142,157	-	\$ 177,534
Building Official	54	\$	125,646	-	\$ 156,915
Code Enforcement Manager	43	\$	95,760	-	\$ 119,592
Construction Manager	53	\$	122,581	-	\$ 153,087
Deputy Director Of Public Works	57	\$	135,307	-	\$ 168,980
Deputy Director of Transportation	57	\$	135,307	-	\$ 168,980
Economic Development Manager	55	\$	128,787	-	\$ 160,837
Executive Assistant to the City Manager	35	\$	78,595	-	\$ 98,154
Facility Maintenance Manager	53	\$	122,581	-	\$ 153,087
Finance Manager	53	\$	122,581	-	\$ 153,087
Fleet Maintenance Manager	49	\$	111,053	-	\$ 138,690
Fleet Services Manager	47	\$	105,702	-	\$ 132,007
Golf Course Facilities Manager	40	\$	88,923	-	\$ 111,053
Housing Manager	53	\$	122,581	-	\$ 153,087
Human Resources Analyst	39	\$	86,754	-	\$ 108,344
Human Resources Manager	53	\$	122,581	-	\$ 153,087
Information Technology Manager	54	\$	125,646	-	\$ 156,915
Planning Manager	54	\$	125,646	-	\$ 156,915
Principal Risk Officer	64	\$	160,837	-	\$ 200,864
Public Affairs Manager	40	\$	88,923	-	\$ 111,053
Public Information Officer	37	\$	82,574	-	\$ 103,123
Public Works Manager	42	\$	93,425	-	\$ 116,675
Public Works Superintendent	48	\$	108,344	-	\$ 135,307
Recreation Manager	40	\$	88,923	-	\$ 111,053
Risk Management Analyst	35	\$	78,595	-	\$ 98,154
Risk Manager	55	\$	128,787	-	\$ 160,837
Senior Deputy City Clerk	44	\$	98,154	-	\$ 122,581
Senior Human Resources Analyst	46	\$	103,123	-	\$ 128,787
Superintendent/Facility Manager	43	\$	95,760	-	\$ 119,592
Transit Administration Manager	50	\$	113,829	-	\$ 142,157
Transit Operations Manager	52	\$	119,592	-	\$ 149,354



City of Montebello, California Policy & Procedures Manual

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A.** The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B.** The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C.** The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A.** Employees must submit in writing a request to test for Bilingual Pay.
- B.** Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. *Testing:***
 - 1.** Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2.** The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



APPENDIX A

City of Montebello, California Policy & Procedures Manual

Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
SMART-TD	\$70
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month



APPENDIX A

City of Montebello, California Policy & Procedures Manual

Effective August 24, 2024:

The following bargaining units will receive the incentive pay listed below:

- **Montebello Management Professionals Association**
- **Montebello Supervisors' Association**
- **Montebello Mid-Management Association**

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$75.00 per month
 - Writing - \$75.00 per month
 - Reading - \$75.00 per month
- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/22/2024; 08/13/2025)



City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employees may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift shall be approved in accordance with AB 1949.
 - 1. In this event, the affected employee may utilize available and accrued leave, including sick leave.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted leave without pay.
- D. Part-time employees shall be granted bereavement leave, following the same

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criteria established for full-time employees, in accordance with AB 1949.

Procedure

- A.** It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
 2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.
- B.** Upon the return of the affected employee, any additional documentation and signatures shall be obtained.
- C.** In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such a need.
1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
 2. Use of accrued and available leave, including sick leave, may be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

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Montebello City Employees' Association	30 hours
Montebello Management Professionals Association	30 hours
SMART-TD	24 hours
Non-Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023; 5/22/24)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the amount agreed to for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active



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LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW

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ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%



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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 25TH year.

E. The (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City sworn unit member service.

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Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFMA Longevity Chart	
Completed Years of Service	Longevity Percentage
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus an verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with three (3) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

- a. A two percent (2%) base salary increase at the completion of three (3) years aggregate active service as a full-time sworn fire personnel as defined above,



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which the unit member shall continue to receive through the completion of the unit member's fifth (5th) year.

- b. The two percent (2%) base salary shall be increased to a four percent (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's tenth (10th) year.
- c. The four percent (4%) base salary shall be increased to a seven percent (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's fifteenth (15th) year.
- d. The seven percent (7%) base salary shall be increased to a ten percent (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twentieth (20th) year.
- e. The ten percent (10%) base salary shall be increased to a thirteen percent (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twenty-fifth (25th) year.
- f. The thirteen percent (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City MFA unit service.

Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

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Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Effective August 24, 2025, each MMMA unit member with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full- time service	1.5% base salary increase
After 11 years of full- time service	2.5% base salary increase
After 15 years of full- time service	3.5% base salary increase
After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

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C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Effective August 24, 2025, each MSA unit employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
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After 11 years of full-time service	2.5% base salary increase
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After 15 years of full-time service	3.5% base salary increase
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After 19 years of full-time service	5.0% base salary increase
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B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

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D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in the MPOA as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA members who join the MPOA on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as full-time sworn police, police supervisory, or police management member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall not be reported to CalPERS as special pay in accordance with CalPERS regulations) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

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C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21st) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive thirteen percent (13%) of his/her Base Salary

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as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPOA member's remaining years of full-time City MPOA service, an MPOA member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary.

MPOA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO CITY EMPLOYEES ASSOCIATION (MCEA)

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service 1.5% base salary increase

After 15 years of full- time service 2.5% base salary increase

After 20 years of full- time service 3.5% base salary increase



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After 25 years of full-time service 5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

SMART-TD

Effective July 13, 2025, each SMART-TD full-time employee with SEVEN (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative. Longevity amounts shall be paid in twenty-six (26) equal payments on the employees' regularly scheduled pay dates and reported in compliance with CalPERS guidelines:

After completion of 7 years (84 months) of full-time service	\$1,500
After completion of 11 years (132 months) of full-time service	\$3,000
After completion of 15 years (180 months) of full-time service	\$4,700
After completion of 19 years (228 months) of full-time service	\$6,200



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MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9 years of full- time service	\$730.38 monthly amount
10-14 years of full- time service	\$1,278.17 monthly amount
15-19 years of full-time service	\$1,825.96 monthly amount
20+ years of full-time service	\$2,373.75 monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

A. Effective August 24, 2025, each full-time employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
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After 11 years of full-time service	2.5% base salary increase
After 15 years of full-time service	3.5% base salary increase
After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023; 08/28/2024; 06/25/2025; 08/13/2025)



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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association and the Montebello Firefighters' Association whose members have an annual maximum of \$2,000, and members of the Montebello Executive Management Association whose members have an annual maximum of \$3,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

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C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21; 06/25/2025)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective January 1, 2025, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION
1 Party	Full coverage
2 Party	\$1,200.00
3 Party	\$1,650.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



APPENDIX E

City of Montebello, California Policy & Procedures Manual

- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.



**City of Montebello, California
Policy & Procedures Manual**

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21;8/15/22; 8/28/24; 06/25/2025)



APPENDIX F

City of Montebello, California Policy & Procedures Manual

2.060.516 Jury Duty Compensation

Purpose

To establish a policy and define the procedure to be utilized concerning jury duty.

Policy

A. An employee of the City, who is in receipt of a juror summons and is required to serve, shall be paid up to 10 days of regular salary and benefits during each fiscal year while engaged in such activity on his or her regularly scheduled work days.

B. Compensation shall extend beyond the 10 days of salary and benefits only if the employee presents to the City a certified court document showing that a trial counsel and/or an official of the court estimated that the trial for which the employee was selected as a juror had been estimated to be concluded within the number of days remaining on the employee-juror's service period, not exceeding a maximum of 10 days. Under such circumstances, the employee shall receive his/her regular salary, minus any payments or fees received as a juror. The employee must remit any court or jury duty payments, excluding mileage reimbursement, to the City of Montebello.

Procedure

- A. Upon receipt of a jury summons, the employee is to notify his/her immediate supervisor, providing a copy of the summons, and follow all court-required procedures.
- B. At the first available opportunity after reporting to the court for service, the employee should notify the jury supervisor or appropriate court official that he or she is limited to 10 days of paid service.
- C. Many courts utilize a system requiring jurors to call in daily to receive assignment. The employee must notify his or her supervisor of the "call in"



APPENDIX F

City of Montebello, California Policy & Procedures Manual

status. Unless ordered to report to court for service, the employee must report to work, if it is a regular workday. If ordered to report to court for active service, the employee must immediately notify his or her supervisor of the court assignment.

- D.** Upon being released from jury service, the employee must present proof of service from the court to his or her immediate supervisor on the next working day following the conclusion of service.
- E.** Any jury duty payment received from the court, minus mileage payment, which may be retained by the employee, shall be forwarded to the Payroll Division of the Finance Department upon return to work.

(Prior Policy #V-B-16, 07/09/82; AUTHORITY: C/ADMIN)

(Revised: 07/09/82, 09/90, 09/96, 12/13/96; 12/05; 07/28/21)

APPENDIX G



City of Montebello, California Policy & Procedures Manual

2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1 st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1 st full pay period after July 1, 2023
	\$1,000/month	1 st full pay period after July 1, 2024
	\$1,100/month	1 st full pay period after July 1, 2025
Master's Degree	\$950/month	1 st full pay period after July 1, 2023
	\$1,050/month	1 st full pay period after July 1, 2024
	\$1,150/month	1 st full pay period after July 1, 2025

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1 st full pay period after July 1, 2023
Management Certificate	\$450/month	1 st full pay period after July 1, 2023

APPENDIX G



City of Montebello, California Policy & Procedures Manual

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/month for Firefighter II Certificate
- C. \$850/month for Company Officer or BA/BS or 120 units
- D. \$1,000/ month for Chief Officer or MA/MS

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows for all current Montebello Police Officers' Association (MPOA) employees as of August 31, 2024. All current Montebello Police Trainees who are attending a police academy as of August 31, 2024 will be eligible for the following education incentive pay upon their promotion to the classification of Police Officer:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Basic POST	\$150/month (upon completion of probation)	1 st full pay period after July 1, 2024
A.A. or Intermediate POST	\$500/month	1 st full pay period after July 1, 2024
B.A./B.S. or Advanced POST	\$1,200/month	1 st full pay period after July 1, 2024
Master's Degree	\$1,400/month	1 st full pay period after July 1, 2024
Supervisory POST	\$300/month	1 st full pay period after July 1, 2024

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

APPENDIX G



City of Montebello, California Policy & Procedures Manual

The City agrees to provide education incentive pay as follows for all Montebello Police Officers' Association (MPOA) employees hired or entering the bargaining unit as of September 1, 2024, or later:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
B.A./B.S.	\$200/month	1 st full pay period after September 1, 2024
Master's Degree	\$400/month	1 st full pay period after September 1, 2024
Intermediate POST	\$500/month	1 st full pay period after September 1, 2024
Advanced POST	\$1,000/month	1 st full pay period after September 1, 2024
Supervisory POST	\$300/month	1 st full pay period after September 1, 2024

The above educational incentive pay will be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. The total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the combination of the highest qualifying degree and certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees and certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$250/month for Firefighter I Certificate
- B. \$450/month for Firefighter II Certificate or AA/AS or 60 units
- C. \$950/month for Company Officer Certificate or BA/BS or 120 units

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

APPENDIX G



City of Montebello, California Policy & Procedures Manual

MONTEBELLO CITY EMPLOYEES' ASSOCIATION **SMART-TD** **UNREPRESENTED FULL-TIME EMPLOYEES**

Full-time employees in the MCEA bargaining unit and Unrepresented full-time employees are eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION **MONTEBELLO SUPERVISORS' ASSOCIATION** **MONTEBELLO MID-MANAGEMENT ASSOCIATION**

Effective August 24, 2025, employees in the MMPA, MMMA and MSA units will be eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$400.00 per month
Master's or Doctoral Degree	\$800.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023; 05/22/2024; 08/28/2024; 06/18/2025; 08/13/2025)



ITEM # 13

**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: **ADOPT RESOLUTION NO. 25-65 APPROVING A MEMORANDUM OF UNDERSTANDING NO. 25-11 (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO CITY EMPLOYEES ASSOCIATION (MCEA)**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-65 approving Memorandum of Understanding No. 25-11 (MOU) between the City of Montebello and the Montebello City Employees' Association (MCEA); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Memorandum of Understanding (MOU) between the City and the Montebello City Employees' Association (MCEA) for the period of July 1, 2025 through June 30, 2028 contains salary increases, increased boot allowance, increases to and expansion of education incentive pay, increases to bilingual pay, changes to longevity by reducing the number of years necessary to begin receiving longevity, increased certificate pay and other non-economic changes and MOU language clean-up.

The salary increases over the three-year MOU term are five percent (5.0%) effective the first full pay period after the MOU is approved by the City Council, five percent (5.0%) in July 2026 and two and a half percent (2.5%) in July 2028. The three-year estimated cost of the total 12.5% pay increase is \$930,408. The table below shows the annual estimated additional salary expenses:

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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+5%	+5%	+2.5%	
FY 25-26	FY 26-27	FY 27-28	TOTAL
357,677	375,561	197,170	930,408

The estimated salary increase expenses also include PERS related costs. Since the employer share of PERS is calculated as a percentage of base pay, any increase to wages leads to an increase in pension expenses.

Members of this association are eligible for Education Incentive pay depending on the degree achieved -- Bachelors Degree or Masters Degree – with the addition of pay for an Associate of Arts Degree included in this MOU. The monthly incentive amount for each of these degrees/certificates is increasing, from \$200/month for a Bachelors Degree to \$400/month and from \$400/month for a Masters Degree to \$600/month, with the new Associate's Degree pay established at \$200/month. The increase to the education incentive will cost approximately \$76,800 additionally each year, or \$230,400 over the three-year MOU term.

The increase to bilingual pay will cost an additional \$6,000 annually, or \$18,000 over the three-year term. There is also the expansion of longevity pay, lowering the eligibility tiers so that the first year begins after seven (7) years of service (versus ten (10) years). This special pay costs approximately \$30,000 annually.

The total three-year estimated cost of this MOU is \$1,179,000 – base salary increases, additional PERS costs, longevity pay, improved, special pays (e.g., bilingual and certificate) and increases to and expansion of the education incentive.

BACKGROUND/DISCUSSION:

In Spring 2025, the City began labor negotiations sessions with MCEA ahead of the existing MOU expiring on June 30, 2025. MCEA, represented by Teamsters Local 986, is the City's general employee unit and represents non-management job classifications in various City departments (e.g., Code Enforcement Officers, Police Dispatchers, Maintenance Workers, Accountants, etc.). The parties held multiple negotiation sessions, and the parties reached a tentative agreement on a three (3) year MOU effective July 1, 2025, through June 30, 2028. The tentative agreement has been ratified by the MCEA membership.

The major provisions of the tentative agreement include: base salary increases of five percent (5%) effective the first full pay period after the City Council's approval of the MOU, five percent (5%) effective July 2026, and two and one-half percent (2.5%) effective July 2027; adjustments to the eligibility benchmarks for longevity pay; certificate pay increase from \$25 to \$50 per certificate for up to three (3) certificates for a maximum of \$150/month; increase bilingual pay by \$25 per category resulting in a new bilingual pay incentive of \$75 per category; increase education incentive pay from \$200 per month to \$400 for Bachelor's Degree and from \$400 per month to \$600 per month for Master's or Doctoral Degree and add a new tier of \$200 per month for Associate's Degree; add

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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the classifications of Police Dispatcher I and Police Dispatcher II to those eligible for stand-by pay; add military service incentive of \$250 per month for employees currently serving or honorably discharged from military service; elimination of the Corporate Shop Incentive Program in exchange for a one-time, \$1,000 incentive buyout for qualified employees; and clarifying language on issues of employment.

As a full-service organization, the City depends on the experience, knowledge, and skills of the MCEA to implement the various projects and programs offered to the community. Moreover, the proposed MOU would allow the City to remain competitive in the marketplace.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 25-65 approving the proposed MOU No. 25-11 between the City and MCEA for the period of July 1, 2025, to June 30, 2028, and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-65 - MCEA
2. Exhibit A - MCEA MOU 2025-2028 Final

RESOLUTION NO. 25-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING NO. 25-11 AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO CITY EMPLOYEES' ASSOCIATION (MCEA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2028

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours, and terms and conditions of employment. As a result of such good faith negotiations, the City and the MCEA have agreed to a comprehensive Memorandum of Understanding (MOU) attached here as EXHIBIT A.

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

SECTION 1: The MOU between the City of Montebello and MCEA dated July 1, 2025 through June 30, 2028 and attached is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-65

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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. 25-65 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor, and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 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**EXHIBITS:**

- Exhibit A – Memorandum of Understanding No. 25-11 - MCEA

EXHIBIT A

MEMORANDUM OF UNDERSTANDING NO. 25-11
BETWEEN THE CITY OF MONTEBELLO
AND
MONTEBELLO CITY EMPLOYEE ASSOCIATION



FOR JULY 1, 2025 THROUGH JUNE 30, 2028

ATTACHMENT A

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THE CITY OF MONTEBELLO CITY EMPLOYEES' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello City Employees' Association (MCEA)**, and have reached an agreement to recommend that the City Council take the actions identified in this successor Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 22-26 adopted by the City Council on April 27, 2022, except as otherwise modified herein, existing wages, hours, and other terms and conditions of employment shall remain in full force and effect.

ARTICLE I – IMPLEMENTATION

SECTION A TERM

Period Covered. Three (3) years. From 7/1/2025 to 6/30/2028.

SECTION B RECOGNITION

The **Montebello City Employees' Association (MCEA)**, is the exclusive representative of the employees in the general bargaining unit currently of the classifications listed in EXHIBIT A; a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for employees of the bargaining unit as well as modifications of certain existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during "Meet and Confer" sessions and shall be considered adopted by reference in this MOU and remain in effect except as specifically modified herein. This includes the following specific City policies:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.516 Jury Duty Compensation

THE CITY OF MONTEBELLO CITY EMPLOYEES' ASSOCIATION

g. 2.060.528 Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions. MCEA shall provide CITY with a certification that it has and maintains an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. MCEA shall indemnify the CITY for any claims made by the employee for deductions made in reliance on that information.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit employees to allow Association to conduct Association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for employees of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASES

The City shall increase the base salary of all employees in all classifications in this bargaining unit as follows:

- a). Effective the first full pay period after City Council adoption of this MOU, base pay for each classification will be increased by five percent (5%).
- b). Effective the first full pay period after July 1, 2026, base pay for each classification will be increased by five percent (5%).

THE CITY OF MONTEBELLO CITY EMPLOYEES' ASSOCIATION

- c). Effective the first full pay period after July 1, 2027, base pay for each classification will be increased by two and one-half percent (2.5%).
- Salary ranges for unit classifications are listed in EXHIBIT B.
- Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation.
 - Management reserves the right to increase an employee's salary by one (1) or two (2) steps based on their performance evaluation. Any increase beyond two (2) steps must be authorized by the City Manager, within the adopted salary range.

SECTION B STAND-BY PAY

Stand-by pay for employees required to remain available for work shall be two (2) hours on weekdays and three (3) hours on weekends and holidays.

The unit positions eligible for Stand-By Pay are:

- Building Maintenance Trade Worker I
- Building Maintenance Trade Worker II
- Information Systems Technician I
- Information Systems Technician II
- Maintenance Worker
- Police Dispatcher I (effective 8/24/2025)
- Police Dispatcher II (effective 8/24/2025)
- Property & Evidence Technician
- Telecommunications Technician
- Tree Trimmer

To qualify for Stand-By Pay for all positions listed above:

- Employee shall not be under the influence of drugs or alcohol, as defined in administrative policy V-B-37 (Anti Substance Abuse Policy) while on stand-by.
- Employee shall be available by phone for the period of time they are receiving stand by pay.
- Employee shall return calls from the city representative within fifteen (15) minutes of the call being placed.
- Employee shall advise their supervisor if that are not available for stand by status on a certain day. As such stand by pay will not be given on that day.
- Employee shall be back in the City to carry out their responsibilities within one (1) hour of being recalled.

Additional terms for Maintenance Worker:

- Employee must immediately notify Supervisor when the assignment requires assistance from a licensed contractor.
- Employee must immediately notify Supervisor if there are changes to the stand by period, malfunction of equipment or needed supplies for standby.

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SECTION C ASSIGNMENT PAY

The City agrees to a seven percent (7%) Assignment Pay for a Building Maintenance Trade Worker II who possesses a valid State of California Electrician Certification.

SECTION D UNIFORM ALLOWANCE

A. Employee Uniform Program

The City agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform (except boots) shall be furnished and maintained by the Employer free of charge. Each new employee will receive three uniforms upon hire. Employees are required to sign for the uniforms, and the uniforms are considered company property and are to be returned in the event of termination of employment or anytime on demand. Upon issue, company uniforms become the responsibility of the employee for maintenance and care. In the event a uniform needs repair or replacement, employees will be required to return the uniform in exchange for a replacement. While normal wear and tear is expected, excessive damage or loss of company uniforms may result in disciplinary action. The City may issue new uniforms periodically or require uniforms to be returned for special purposes (e.g., logo change, corporate color change). Employees will be given notice of the exchange, and the company will provide suitable replacement uniforms.

B. Boot Allowance

Full-time MCEA employees in the Maintenance Worker and Building Trade Worker classifications will receive an annual boot allowance of four hundred dollars (\$400), annually. The boot allowance will be paid the second pay period in August.

SECTION E SHIFT DIFFERENTIAL

Shift differential for Montebello Police Dispatchers working the graveyard shift is one hundred twenty-five dollars (\$125) per month.

SECTION F CERTIFICATE PAY

Effective the first full pay period after approval of the MOU by City Council, full-time unit employees who possess and maintain additional certificates/licenses shall be eligible to receive fifty dollars (\$50.00) monthly per certificate, for up to a maximum of three (3) certificates/licenses or one-hundred fifty dollars (\$150.00) monthly. In no case, shall any affected unit member simultaneously receive compensation for more than three (3) certificates. Employees will not be permitted to stack more than three (3) certificates/licenses.

The employee shall receive the additional compensation following authorization by the respective Department Director/Chief and the Director of Human Resources.

The additional certification and licensure incentives only apply to certifications and licenses that are not mandated to meet the classification's minimum job requirement criteria.

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An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate and provide annual proof of valid certificate/license will result in the loss of Certificate Pay.

The certificate incentive pay will commence on the 1st day of the next month after obtaining authorization and submitting proof of certificate(s)/license(s). The unit employee's department will submit a personnel action form to Human Resources for the incentive pay to be added to the employee's salary.

SECTION G MILITARY SERVICE INCENTIVE

The City agrees to provide MCEA employees currently serving in an official branch of the federal or state armed services or have been honorably discharged from an official branch of the federal or state armed services, and additional two-hundred fifty dollars (\$250) per month. This incentive will be added to the employee's pay effective the first day of the month following submission and approval of verifiable documentation.

SECTION H CORPORATE SHOP INCENTIVE BUY-OUT

Effective the first full pay period after approval of the MOU by City Council, the Transit Corporate Shop Incentive Program will be eliminated in exchange for a one-time, one-thousand-dollar (\$1,000) incentive buyout to be paid to those employees in the classification of Building Maintenance Trade Worker II who currently qualify for this program.

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by the Government Code, which define the employee contribution/cost sharing as follows:

1. **Retirement Tier 1:** Employees hired prior to January 1, 2013, or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7533, et seq. These employees are also referred to as "Classic CalPERS Members".
 - a. CalPERS retirement formula is 2.7% @ 55.
2. **Retirement Tier 2:** Employees Hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members".
 - a. CalPERS retirement formula is 2.0% @ 62.

SECTION B EMPLOYEE CALPERS CONTRIBUTION

1. Classic CalPERS Members (as defined by CalPERS):

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Classic CalPERS Members pay the eight percent (8%) employee contributions toward their CalPERS pension.

2. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The normal cost obligation for each PEPRA unit member is determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV – POST RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

Full-time unit members hired prior to July 28, 2019:

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as outlined in Resolution 04-08A, to all full-time members in the bargaining unit that ~~are~~ were and currently are employed by the City as of July 28, 2019. Eligible members of the bargaining unit must have completed a minimum of (15) years of service as a full-time employee to receive the Retiree Health Benefit. Years of City service in a part-time position do not count toward the prerequisite years of service or eligibility and will not be considered as qualifying. Upon implementation of the Retiree Health Benefit, the City ceased all contributions to the 401(a)(h) Plan for all members in the bargaining unit.

All part-time employees in the bargaining unit that ~~are~~ were currently employed by the City as of July 28, 2019, shall be eligible to receive the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as outlined in Resolution 04-08A, in the event that they become full-time employees in the future without a break in service. Those eligible part-time employees in the bargaining unit must have completed a minimum of fifteen (15) years of service as a full-time employee to receive the Retiree Health Benefit. Years of City service in a part-time position do not count toward the prerequisite years of service or eligibility and will not be considered as qualifying. All full-time employees in the bargaining unit hired after July 28, 2019, shall only receive the minimum health premium contribution as set forth in Government Code section 22892.

ARTICLE V - LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

Employees have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, to receive cash out for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out

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will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December.

Effective December 2023, and thereafter, in no event shall the total Annual Leave hours cashed out exceed eighty (80) hours per year. The annual optional election to cash out up to eighty (80) hours of Annual Leave shall be paid out at the employee's current base rate plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the employee's current base rate of pay.

SECTION B VACATION LEAVE

FULL-TIME YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs (157 months & thereafter)	6.15 hours	160 hours	320 hours

Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December. Vacation Leave shall be paid out at the member's current base rate of pay.

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- All employees with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the employee's current base rate.
- Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.

SECTION C SICK LEAVE

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
3.692	96	1040

Sick leave may be utilized for:

- Personal illness or injury of the employee;
- Authorized emergency leave; Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

Sick leave may be taken in increments of one-half (1/2) hour or more.

Sick leave may not be used for denied vacation leave.

For absences of over two (2) days, a medical certificate from a qualified physician may be required.

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

** Sick hours will not be considered hours worked when computing overtime.

** After sick leave has been exhausted, employee may use earned vacation.

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

OPTION 1:

Payout at separation based on years of service at current base pay, up to 720 hours:

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YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

OPTION 2 (AT RETIREMENT ONLY):

Sick Leave Conversion to Service Credit:

In accordance with Government Code Section 20965, the City will continue the process to evaluate the cost to amending its retirement contract with CalPERS to include the Sick Leave Conversion Benefit. Upon amendment, employees would have the option to convert unused sick leave hours to CalPERS service credit upon retirement from the City of Montebello.

SECTION D HOLIDAY BANK

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x# of regular shift hours	Automatic cash out the second (2 nd) pay period in January of each calendar year

Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, JR. DAY- Third Monday in January
3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH - June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDIGENOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate of twelve (12) full-day holidays which occurs during the calendar year. The bank of hours will correlate to the employees' current shift schedule.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours

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3/12 & 8 schedule	144 hours
9/80 schedule	108 hours
5/40 schedule	96 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employees whose regular schedule work-day occurs on an observed holiday may use their holiday hours at the discretion of the managing department, subject to department rules and guidelines.

Cash Out of Remaining Holiday Hours

- During the second (2nd) pay period in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the current base pay.

There shall be no carryover of any unused holiday hours from one calendar year to another.

Observation of Holidays

- Designated holidays falling on a Monday through Thursday shall be observed by the City on the actual date of the designated holiday.
- Designated holidays falling on a Friday, Saturday, or Sunday those hours will be banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January, if unused.

Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation, at the current base rate of pay.

** Holiday hours will not be considered hours worked when computing overtime.

** In order to receive holiday pay an employee shall work or have approved leave time off on their last scheduled shift immediately preceding the holiday, and their first scheduled shift immediately after the holiday. Employees must be an active employee on Payroll (hours submitted) at the time the holiday is observed in order to be eligible to receive the Holiday hours.

***Holiday hours are available to be used on or after the holiday is observed (employees may not use the holiday prior to the holiday observation).

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SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of compensatory time off (CTO) hours that may be accumulated by MCEA members is one hundred twenty (120) hours. At separation or retirement, CTO hours are paid out at the employee's current base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A PROTECTIVE EQUIPMENT

Property & Evidence Technicians in the Police Department shall be provided body armor at their request subject to their compliance with the Department's written policy on use of body armor.

SECTION B PERSONAL LEAVE

Part-time MCEA employees who worked twenty (20) hours or more on or before July 1, 2012, and subsequently had their hours reduced to below twenty (20) hours will be eligible to accrue personal leave time at the rate of nine (9) hours per month, irrespective of eligibility for enrollment in the City's health insurance package. Personal leave may be used for vacation, sick or other personal reasons. Personal leave time may be accumulated up to a maximum of eighty (80) hours.

SECTION C EMPLOYEE STATUS

Full-time employees are defined as employees who are regularly scheduled and expected to work eighty (80) hours or more in a bi-weekly pay period. Part-time employees are defined as employees who are regularly scheduled and expected to work less than eighty (80) hours in a bi-weekly pay period. All references to limited hourly and regular hourly, for purposes of MCEA employees, shall be replaced with part-time.

SECTION D UNIT WORK SCHEDULES

1. The City has exercised its discretion and determined that as soon as is practicable, on or after July 1, 2010, City Hall and City Hall-related satellite office(s) shall be closed each Friday. Concurrent with such closure(s) the work schedule of unit members shall be modified to a 4/10 schedule. However, neither the closure(s) or the 4/10 work schedule shall be applicable to unit members assigned to public safety operations (for example, only dispatchers) or to other personnel assigned to other City functions which operate in addition to and/or other than a Monday through Friday schedule.

The City Council is vested with the rights to exercise its discretion by reinstating the work schedule and City Hall hours of operation which existed immediately prior to implementation of the changes.

2. Employees may be assigned to the following work schedules dependent on organizational need.

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4/10 Work Schedule
9/80 Work Schedule
5/40 Work Schedule
3/12 & 8 Work Schedule

3. Work Schedule Changes: Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION E DISCIPLINARY APPEAL PROCEDURE

Employees of the MCEA bargaining unit who elect to appeal major discipline, not to include minor discipline, verbal or written reprimands, will be entitled to a full evidentiary hearing before the City Manager, his/her designee or an impartial third party. If an impartial third party is chosen, the hearing officer shall be mutually agreed upon from a list provided by the State Mediation and Conciliation Service. The cost of the hearing shall be borne by the "non-prevailing" party. If there is no clear "non-prevailing" party, the cost of the hearing shall be shared. The finding of the City Manager, his/her designee, or the impartial third party shall be binding.

The City agrees to optional, non-binding mediation for disciplinary appeals.

Minor disciplinary appeals may be addressed through the City's existing grievance policy, Administrative Policy V-B-40, which pertains to full-time unclassified employees.

SECTION F JOINT LABOR-MANAGEMENT COMMITTEE

The City agrees to establish a joint Labor-Management Committee to meet quarterly to discuss issues brought by the Montebello City Employees Association or the Human Resources Department.

SECTION G PROBATIONARY PERIOD

Unit employees will serve a twelve (12) month probationary period for the appointment to a classification represented by MCEA, whether pre-existing City employees who promote to an MCEA classification or newly hired employee. The probationary period may be extended to six (6) months as determined by the employees' Department Head/Chief.

If a probationary employee is on leave for more than thirty (30) consecutive calendar days during the probationary period, the employee's probationary period shall be extended by the duration of the employee's leave.

A unit employee may be released from probation by their Department Head/Chief without cause and without right of appeal during the employee's initial probationary period. An employee who is released while serving a probationary period after promotion shall be returned to his/her previous classification provided the employee has attained regular status in that classification.

THE CITY OF MONTEBELLO CITY EMPLOYEES' ASSOCIATION

SECTION H MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with employment law; to make and enforce.

SECTION I AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but not limited: to adjustment of the distribution of unequal and/or unjust resources and opportunities among employees of City of Montebello, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for three (3) years. **From 7/1/2025 to 6/30/2028.**

Eric Huerta Date

Montebello City Employees' Association President

Raul Alvarez Date

City Manager



The Montebello City Employees' Association

REPRESENTED CLASSIFICATIONS

ACCOUNT CLERK
ACCOUNTANT
ADMINISTRATIVE ANALYST (HOURLY - OVER 1000 HOURS)
ADMINISTRATIVE ASSISTANT
ASSISTANT ENGINEER
ASSISTANT PLANNER
BUILDING INSPECTOR
BUILDING MAINT TRADEWORKER I
BUILDING MAINT TRADEWORKER II
BUILDING PLAN CHECKER
BUSINESS LICENSE TECHNICIAN
CLERICAL ASSISTANT (HOURLY - OVER 1000 HOURS)
CODE ENFORCEMENT COORDINATOR
CODE ENFORCEMENT OFFICER
CODE ENFORCEMENT TECHNICIAN (HOURLY - OVER 1000 HOURS)
COMMUNITY OUTREACH SPECIALIST
COMMUNITY RISK REDUCTION COORDINATOR
COMMUNITY SERVICES COORDINATOR
COURT LIAISON
CRIME ANALYST
CUSTODIAN
ECONOMIC DEVELOPMENT COORDINATOR
ELECTRICIAN
ENGINEERING TECHNICIAN
FIELD MAINTENANCE WORKER (HOURLY - OVER 1000 HOURS)
FINANCE TECHNICIAN (non-confidential)
FIREFIGHTER/PARAMEDIC TRAINEE
FIRE INSPECTOR
GOLF CART MECHANIC
GOLF COURSE EQUIPMENT MECHANIC
HEAVY DUTY FIRE EQUIPMENT MECHANIC (HOURLY – OVER 1000 HOURS)
INFORMATION SYSTEMS ANALYST
INFORMATION SYSTEMS TECHNICIAN
LEAD FINANCE TECHNICIAN
MAINTENANCE WORKER
MAINTENANCE WORKER (HOURLY - OVER 1000 HOURS)
PARKING CONTROL OFFICER
PERMIT TECHNICIAN
PLUMBER



EXHIBIT A

POLICE COMMUNITY SERVICE OFFICER
POLICE DISPATCHER I
POLICE DISPATCHER II
POLICE RECORDS TECHNICIAN
POLICE TRAINEE
POOL MANAGER (HOURLY - OVER 1000 HOURS)
PROPERTY & EVIDENCE TECHNICIAN I
PROPERTY & EVIDENCE TECHNICIAN II
PUBLIC INFORMATION COORDINATOR
PUBLIC SAFETY RADIO TECHNICIAN
PUBLIC WORKS INSPECTOR
RECREATION LEADER I (HOURLY - OVER 1000 HOURS)
RECREATION LEADER II (HOURLY - OVER 1000 HOURS)
RECREATION LEADER III (HOURLY - OVER 1000 HOURS)
RECREATION LEADER IV (HOURLY - OVER 1000 HOURS)
RISK MANAGEMENT ASSISTANT
SECRETARY
SENIOR ACCOUNTANT
SENIOR FINANCE TECHNICIAN
SENIOR PERMIT TECHNICIAN
TREE TRIMMER



EXHIBIT B

The Montebello City Employees' Association

FULL-TIME SALARY RANGES

7/1/2025 – 8/23/2025

CLASSIFICATION	RANGE	ANNUAL SALARY RANGE			
ACCOUNT CLERK	7	\$	39,366	-	\$ 49,163
ACCOUNTANT	26	\$	62,933	-	\$ 78,595
ADMINISTRATIVE ASSISTANT	5	\$	37,470	-	\$ 46,794
ASSISTANT ENGINEER	33	\$	74,808	-	\$ 93,425
ASSISTANT PLANNER	30	\$	69,467	-	\$ 86,754
BUILDING INSPECTOR	27	\$	64,507	-	\$ 80,560
BUILDING MAINT TRADEWORKER I	13	\$	45,653	-	\$ 57,014
BUILDING MAINT TRADEWORKER II	16	\$	49,163	-	\$ 61,398
BUSINESS LICENSE TECHNICIAN	12	\$	44,540	-	\$ 55,624
CODE ENFORCEMENT COORDINATOR	10	\$	42,393	-	\$ 52,944
CODE ENFORCEMENT OFFICER	27	\$	64,507	-	\$ 80,560
COMMUNITY OUTREACH SPECIALIST	21	\$	55,624	-	\$ 69,467
COMMUNITY RISK REDUCTION COORDINATOR	32	\$	72,983	-	\$ 91,146
COMMUNITY SERVICES COORDINATOR	13	\$	45,653	-	\$ 57,014
COURT LIAISON	12	\$	44,540	-	\$ 55,624
CRIME ANALYST	32	\$	72,983	-	\$ 91,146
CUSTODIAN	7	\$	39,366	-	\$ 49,163
ECONOMIC DEVELOPMENT COORDINATOR	26	\$	62,933	-	\$ 78,595
ELECTRICIAN	27	\$	64,507	-	\$ 80,560
ENGINEERING TECHNICIAN	22	\$	57,014	-	\$ 71,203
FINANCE TECHNICIAN	16	\$	49,163	-	\$ 61,398
FIREFIGHTER/PARAMEDIC TRAINEE	21	\$	55,624	-	\$ 69,467
FIRE INSPECTOR	21	\$	55,625	-	\$ 69,468
INFORMATION SYSTEMS ANALYST	36	\$	80,560	-	\$ 100,608
INFORMATIONS SYSTEMS TECHNICIAN	18	\$	51,652	-	\$ 64,507
LEAD FINANCE TECHNICIAN	24	\$	59,901	-	\$ 74,808
MAINTENANCE WORKER	10	\$	42,393	-	\$ 52,944
PARKING CONTROL OFFICER	12	\$	44,540	-	\$ 55,624
PERMIT TECHNICIAN	18	\$	51,652	-	\$ 64,507
PLUMBER	27	\$	64,507	-	\$ 80,560
POLICE COMMUNITY SERVICE OFFICER	16	\$	49,163	-	\$ 61,398
POLICE DISPATCHER I	22	\$	57,014	-	\$ 71,203
POLICE DISPATCHER II	27	\$	64,507	-	\$ 80,560
POLICE RECORDS TECHNICIAN	10	\$	42,393	-	\$ 52,944
POLICE TRAINEE	41	\$	91,146	-	\$ 113,829
PROPERTY & EVIDENCE TECHNICIAN I	20	\$	54,267	-	\$ 67,772
PROPERTY & EVIDENCE TECHNICIAN II	23	\$	58,440	-	\$ 72,983
PUBLIC INFORMATION COORDINATOR	24	\$	59,901	-	\$ 74,808
PUBLIC SAFETY RADIO TECHNICIAN	31	\$	71,203	-	\$ 88,923
PUBLIC WORKS INSPECTOR	28	\$	66,119	-	\$ 82,574
SENIOR ACCOUNTANT	35	\$	78,595	-	\$ 98,154
SENIOR FINANCE TECHNICIAN	22	\$	57,014	-	\$ 71,203
SENIOR PERMIT TECHNICIAN	21	\$	55,624	-	\$ 69,467



EXHIBIT B

The Montebello City Employees' Association

FULL-TIME SALARY RANGES

8/24/2025 – 7/11/2026

CLASSIFICATION	RANGE	ANNUAL SALARY RANGE			
ACCOUNT CLERK	9	\$	41,359	-	\$ 51,652
ACCOUNTANT	28	\$	66,119	-	\$ 82,574
ADMINISTRATIVE ASSISTANT	7	\$	39,366	-	\$ 49,163
ASSISTANT ENGINEER	35	\$	78,595	-	\$ 98,154
ASSISTANT PLANNER	32	\$	72,983	-	\$ 91,146
BUILDING INSPECTOR	29	\$	67,772	-	\$ 84,638
BUILDING MAINT TRADEWORKER I	15	\$	47,964	-	\$ 59,901
BUILDING MAINT TRADEWORKER II	18	\$	51,652	-	\$ 64,507
BUSINESS LICENSE TECHNICIAN	14	\$	46,794	-	\$ 58,440
CODE ENFORCEMENT COORDINATOR	12	\$	44,540	-	\$ 55,624
CODE ENFORCEMENT OFFICER	29	\$	67,772	-	\$ 84,638
COMMUNITY OUTREACH SPECIALIST	23	\$	58,440	-	\$ 72,983
COMMUNITY RISK REDUCTION COORDINATOR	34	\$	76,678	-	\$ 95,760
COMMUNITY SERVICES COORDINATOR	15	\$	47,964	-	\$ 59,901
COURT LIAISON	14	\$	46,794	-	\$ 58,440
CRIME ANALYST	34	\$	76,678	-	\$ 95,760
CUSTODIAN	9	\$	41,359	-	\$ 51,652
ECONOMIC DEVELOPMENT COORDINATOR	28	\$	66,119	-	\$ 82,574
ELECTRICIAN	29	\$	67,772	-	\$ 84,638
ENGINEERING TECHNICIAN	24	\$	59,901	-	\$ 74,808
FINANCE TECHNICIAN	18	\$	51,652	-	\$ 64,507
FIREFIGHTER/PARAMEDIC TRAINEE	23	\$	58,440	-	\$ 72,983
FIRE INSPECTOR	23	\$	58,440	-	\$ 72,983
INFORMATION SYSTEMS ANALYST	38	\$	84,638	-	\$ 105,702
INFORMATION SYSTEMS TECHNICIAN	20	\$	54,267	-	\$ 67,772
LEAD FINANCE TECHNICIAN	26	\$	62,933	-	\$ 78,595
MAINTENANCE WORKER	12	\$	44,540	-	\$ 55,624
PARKING CONTROL OFFICER	14	\$	46,794	-	\$ 58,440
PERMIT TECHNICIAN	20	\$	54,267	-	\$ 67,772
PLUMBER	29	\$	67,772	-	\$ 84,638
POLICE COMMUNITY SERVICE OFFICER	18	\$	51,652	-	\$ 64,507
POLICE DISPATCHER I	24	\$	59,901	-	\$ 74,808
POLICE DISPATCHER II	29	\$	67,772	-	\$ 84,638
POLICE RECORDS TECHNICIAN	12	\$	44,540	-	\$ 55,624
POLICE TRAINEE	43	\$	95,760	-	\$ 119,592
PROPERTY & EVIDENCE TECHNICIAN I	22	\$	57,014	-	\$ 71,203
PROPERTY & EVIDENCE TECHNICIAN II	25	\$	61,398	-	\$ 76,678
PUBLIC INFORMATION COORDINATOR	26	\$	62,933	-	\$ 78,595
PUBLIC SAFETY RADIO TECHNICIAN	33	\$	74,808	-	\$ 93,425
PUBLIC WORKS INSPECTOR	30	\$	69,467	-	\$ 86,754
SENIOR ACCOUNTANT	37	\$	82,574	-	\$ 103,123
SENIOR FINANCE TECHNICIAN	24	\$	59,901	-	\$ 74,808
SENIOR PERMIT TECHNICIAN	23	\$	58,440	-	\$ 72,983



EXHIBIT B

The Montebello City Employees' Association

FULL-TIME SALARY RANGES

7/12/2026 – 7/10/2027

CLASSIFICATION	RANGE	ANNUAL SALARY RANGE			
ACCOUNT CLERK	11	\$	43,453	-	\$ 54,267
ACCOUNTANT	30	\$	69,467	-	\$ 86,754
ADMINISTRATIVE ASSISTANT	9	\$	41,359	-	\$ 51,652
ASSISTANT ENGINEER	37	\$	82,574	-	\$ 103,123
ASSISTANT PLANNER	34	\$	76,678	-	\$ 95,760
BUILDING INSPECTOR	31	\$	71,203	-	\$ 88,923
BUILDING MAINT TRADEWORKER I	17	\$	50,392	-	\$ 62,933
BUILDING MAINT TRADEWORKER II	20	\$	54,267	-	\$ 67,772
BUSINESS LICENSE TECHNICIAN	16	\$	49,163	-	\$ 61,398
CODE ENFORCEMENT COORDINATOR	14	\$	46,794	-	\$ 58,440
CODE ENFORCEMENT OFFICER	31	\$	71,203	-	\$ 88,923
COMMUNITY OUTREACH SPECIALIST	25	\$	61,398	-	\$ 76,678
COMMUNITY RISK REDUCTION COORDINATOR	36	\$	80,560	-	\$ 100,608
COMMUNITY SERVICES COORDINATOR	17	\$	50,392	-	\$ 62,933
COURT LIAISON	16	\$	49,163	-	\$ 61,398
CRIME ANALYST	36	\$	80,560	-	\$ 100,608
CUSTODIAN	11	\$	43,453	-	\$ 54,267
ECONOMIC DEVELOPMENT COORDINATOR	30	\$	69,467	-	\$ 86,754
ELECTRICIAN	31	\$	71,203	-	\$ 88,923
ENGINEERING TECHNICIAN	26	\$	62,933	-	\$ 78,595
FINANCE TECHNICIAN	20	\$	54,267	-	\$ 67,772
FIREFIGHTER/PARAMEDIC TRAINEE	25	\$	61,398	-	\$ 76,678
FIRE INSPECTOR	25	\$	61,398	-	\$ 76,678
INFORMATION SYSTEMS ANALYST	40	\$	88,923	-	\$ 111,053
INFORMATIONS SYSTEMS TECHNICIAN	22	\$	57,014	-	\$ 71,203
LEAD FINANCE TECHNICIAN	28	\$	66,119	-	\$ 82,574
MAINTENANCE WORKER	14	\$	46,794	-	\$ 58,440
PARKING CONTROL OFFICER	16	\$	49,163	-	\$ 61,398
PERMIT TECHNICIAN	22	\$	57,014	-	\$ 71,203
PLUMBER	31	\$	71,203	-	\$ 88,923
POLICE COMMUNITY SERVICE OFFICER	20	\$	54,267	-	\$ 67,772
POLICE DISPATCHER I	26	\$	62,933	-	\$ 78,595
POLICE DISPATCHER II	31	\$	71,203	-	\$ 88,923
POLICE RECORDS TECHNICIAN	14	\$	46,794	-	\$ 58,440
POLICE TRAINEE	45	\$	100,608	-	\$ 125,646
PROPERTY & EVIDENCE TECHNICIAN I	24	\$	59,901	-	\$ 74,808
PROPERTY & EVIDENCE TECHNICIAN II	27	\$	64,507	-	\$ 80,560
PUBLIC INFORMATION COORDINATOR	28	\$	66,119	-	\$ 82,574
PUBLIC SAFETY RADIO TECHNICIAN	35	\$	78,595	-	\$ 98,154
PUBLIC WORKS INSPECTOR	32	\$	72,983	-	\$ 91,146
SENIOR ACCOUNTANT	39	\$	86,754	-	\$ 108,344
SENIOR FINANCE TECHNICIAN	26	\$	62,933	-	\$ 78,595
SENIOR PERMIT TECHNICIAN	25	\$	61,398	-	\$ 76,678



EXHIBIT B

The Montebello City Employees' Association

FULL-TIME SALARY RANGES

7/12/2027 - 6/30/2028

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
ACCOUNT CLERK	12	\$	44,540	-	\$ 55,624
ACCOUNTANT	31	\$	71,203	-	\$ 88,923
ADMINISTRATIVE ASSISTANT	10	\$	42,393	-	\$ 52,944
ASSISTANT ENGINEER	38	\$	84,638	-	\$ 105,702
ASSISTANT PLANNER	35	\$	78,595	-	\$ 98,154
BUILDING INSPECTOR	32	\$	72,983	-	\$ 91,146
BUILDING MAINT TRADEWORKER I	18	\$	51,652	-	\$ 64,507
BUILDING MAINT TRADEWORKER II	21	\$	55,624	-	\$ 69,467
BUSINESS LICENSE TECHNICIAN	17	\$	50,392	-	\$ 62,933
CODE ENFORCEMENT COORDINATOR	15	\$	47,964	-	\$ 59,901
CODE ENFORCEMENT OFFICER	32	\$	72,983	-	\$ 91,146
COMMUNITY OUTREACH SPECIALIST	26	\$	62,933	-	\$ 78,595
COMMUNITY RISK REDUCTION COORDINATOR	37	\$	82,574	-	\$ 103,123
COMMUNITY SERVICES COORDINATOR	18	\$	51,652	-	\$ 64,507
COURT LIAISON	17	\$	50,392	-	\$ 62,933
CRIME ANALYST	37	\$	82,574	-	\$ 103,123
CUSTODIAN	12	\$	44,540	-	\$ 55,624
ECONOMIC DEVELOPMENT COORDINATOR	31	\$	71,203	-	\$ 88,923
ELECTRICIAN	32	\$	72,983	-	\$ 91,146
ENGINEERING TECHNICIAN	27	\$	64,507	-	\$ 80,560
FINANCE TECHNICIAN	21	\$	55,624	-	\$ 69,467
FIREFIGHTER/PARAMEDIC TRAINEE	26	\$	62,933	-	\$ 78,595
FIRE INSPECTOR	26	\$	62,933	-	\$ 78,595
INFORMATION SYSTEMS ANALYST	41	\$	91,146	-	\$ 113,829
INFORMATIONS SYSTEMS TECHNICIAN	23	\$	58,440	-	\$ 72,983
LEAD FINANCE TECHNICIAN	29	\$	67,772	-	\$ 84,638
MAINTENANCE WORKER	15	\$	47,964	-	\$ 59,901
PARKING CONTROL OFFICER	17	\$	50,392	-	\$ 62,933
PERMIT TECHNICIAN	23	\$	58,440	-	\$ 72,983
PLUMBER	32	\$	72,983	-	\$ 91,146
POLICE COMMUNITY SERVICE OFFICER	21	\$	55,624	-	\$ 69,467
POLICE DISPATCHER I	27	\$	64,507	-	\$ 80,560
POLICE DISPATCHER II	32	\$	72,983	-	\$ 91,146
POLICE RECORDS TECHNICIAN	15	\$	47,964	-	\$ 59,901
POLICE TRAINEE	46	\$	103,123	-	\$ 128,787
PROPERTY & EVIDENCE TECHNICIAN I	25	\$	61,398	-	\$ 76,678
PROPERTY & EVIDENCE TECHNICIAN II	28	\$	66,119	-	\$ 82,574
PUBLIC INFORMATION COORDINATOR	29	\$	67,772	-	\$ 84,638
PUBLIC SAFETY RADIO TECHNICIAN	36	\$	80,560	-	\$ 100,608
PUBLIC WORKS INSPECTOR	33	\$	74,808	-	\$ 93,425
SENIOR ACCOUNTANT	40	\$	88,923	-	\$ 111,053
SENIOR FINANCE TECHNICIAN	27	\$	64,507	-	\$ 80,560
SENIOR PERMIT TECHNICIAN	26	\$	62,933	-	\$ 78,595



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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A. Employees must submit in writing a request to test for Bilingual Pay.
- B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. **Testing:**
 - 1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
SMART-TD	\$70
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month



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Effective August 24, 2025:

The following bargaining units will receive the incentive pay listed below:

- **Montebello Management Professionals Association**
- **Montebello Supervisors' Association**
- **Montebello Mid-Management Association**
- **Montebello City Employees' Association**

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$75.00 per month
 - Writing - \$75.00 per month
 - Reading - \$75.00 per month
-
- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
 - B. Bilingual incentive will be calculated into overtime compensation when applicable.
 - C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
 - D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/22/2024; 08/13/2025; 08/27/2025)



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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employees may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift shall be approved in accordance with AB 1949.
 - 1. In this event, the affected employee may utilize available and accrued leave, including sick leave.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted leave without pay.
- D. Part-time employees shall be granted bereavement leave, following the same

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criteria established for full-time employees, in accordance with AB 1949.

Procedure

- A.** It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
 2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.
- B.** Upon the return of the affected employee, any additional documentation and signatures shall be obtained.
- C.** In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such a need.
1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
 2. Use of accrued and available leave, including sick leave, may be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

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Montebello City Employees' Association	30 hours
Montebello Management Professionals Association	30 hours
SMART-TD	24 hours
Non-Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023; 5/22/24)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the amount agreed to for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit

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member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (10%) of

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his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%



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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 25TH year.

E. The (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City sworn unit member service.

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Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFMA Longevity Chart	
Completed Years of Service	Longevity Percentage
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus an verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with three (3) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

- A two percent (2%) base salary increase at the completion of three (3) years aggregate active service as a full-time sworn fire personnel as defined above,



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which the unit member shall continue to receive through the completion of the unit member's fifth (5th) year.

- b. The two percent (2%) base salary shall be increased to a four percent (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's tenth (10th) year.
- c. The four percent (4%) base salary shall be increased to a seven percent (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's fifteenth (15th) year.
- d. The seven percent (7%) base salary shall be increased to a ten percent (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twentieth (20th) year.
- e. The ten percent (10%) base salary shall be increased to a thirteen percent (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twenty-fifth (25th) year.
- f. The thirteen percent (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City MFA unit service.

Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

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Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Effective August 24, 2025, each MMMA unit member with seven (7) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full- time service	1. 5 % base salary increase
After 11 years of full- time service	2. 5 % base salary increase
After 15 years of full- time service	3. 5 % base salary increase
After 19 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

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C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Effective August 24, 2025, each MSA unit employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
After 11 years of full-time service	2.5% base salary increase
After 15 years of full-time service	3.5% base salary increase
After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

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D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in the MPOA as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA members who join the MPOA on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall not be reported to CalPERS as special pay in accordance with CalPERS regulations) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active



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LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21st) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the

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member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPOA member's remaining years of full-time City MPOA service, an MPOA member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary.

MPOA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO CITY EMPLOYEES ASSOCIATION (MCEA)

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective August 24, 2025, each full-time MCEA unit employee and non-represented full-time employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
After 11 years of full-time service	2.5% base salary increase
After 15 years of full-time service	3.5% base salary increase

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After 19 years of full-time service 5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

SMART-TD

Effective July 13, 2025, each SMART-TD full-time employee with SEVEN (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative. Longevity amounts shall be paid in twenty-six (26) equal payments on the employees' regularly scheduled pay dates and reported in compliance with CalPERS guidelines:

After completion of 7 years (84 months) of full- time service	\$1,500
After completion of 11 years (132 months) of full- time service	\$3,000
After completion of 15 years (180 months) of full- time service	\$4,700
After completion of 19 years (228 months) of full-time service	\$6,200

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MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9 years of full- time service	\$730.38 monthly amount
10-14 years of full- time service	\$1,278.17 monthly amount
15-19 years of full-time service	\$1,825.96 monthly amount
20+ years of full-time service	\$2,373.75 monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

Effective August 24, 2025, each full-time employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5 % base salary increase
After 11 years of full-time service	2.5 % base salary increase

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After 15 years of full-time service 3.5 % base salary increase

After 19 years of full-time service 5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023; 08/28/2024; 06/25/2025; 08/13/2025)



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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

- A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)
- B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**
- C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.
- D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.
- E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**
- F. **Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck.** The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association and the Montebello Firefighters' Association whose members have an annual maximum of \$2,000, and members of the Montebello Executive Management Association whose members have an annual maximum of \$3,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

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C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21; 06/25/2025)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective January 1, 2025, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION
1 Party	Full coverage
2 Party	\$1,200.00
3 Party	\$1,650.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.



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MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21; 8/15/22; 8/28/24; 06/25/2025)



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2.060.516 Jury Duty Compensation

Purpose

To establish a policy and define the procedure to be utilized concerning jury duty.

Policy

A. An employee of the City, who is in receipt of a juror summons and is required to serve, shall be paid up to 10 days of regular salary and benefits during each fiscal year while engaged in such activity on his or her regularly scheduled work days.

B. Compensation shall extend beyond the 10 days of salary and benefits only if the employee presents to the City a certified court document showing that a trial counsel and/or an official of the court estimated that the trial for which the employee was selected as a juror had been estimated to be concluded within the number of days remaining on the employee-juror's service period, not exceeding a maximum of 10 days. Under such circumstances, the employee shall receive his/her regular salary, minus any payments or fees received as a juror. The employee must remit any court or jury duty payments, excluding mileage reimbursement, to the City of Montebello.

Procedure

- A. Upon receipt of a jury summons, the employee is to notify his/her immediate supervisor, providing a copy of the summons, and follow all court-required procedures.
- B. At the first available opportunity after reporting to the court for service, the employee should notify the jury supervisor or appropriate court official that he or she is limited to 10 days of paid service.
- C. Many courts utilize a system requiring jurors to call in daily to receive assignment. The employee must notify his or her supervisor of the "call in"



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status. Unless ordered to report to court for service, the employee must report to work, if it is a regular workday. If ordered to report to court for active service, the employee must immediately notify his or her supervisor of the court assignment.

- D.** Upon being released from jury service, the employee must present proof of service from the court to his or her immediate supervisor on the next working day following the conclusion of service.
- E.** Any jury duty payment received from the court, minus mileage payment, which may be retained by the employee, shall be forwarded to the Payroll Division of the Finance Department upon return to work.

(Prior Policy #V-B-16, 07/09/82; AUTHORITY: C/ADMIN)

(Revised: 07/09/82, 09/90, 09/96, 12/13/96; 12/05; 07/28/21)

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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1 st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1 st full pay period after July 1, 2023
	\$1,000/month	1 st full pay period after July 1, 2024
	\$1,100/month	1 st full pay period after July 1, 2025
Master's Degree	\$950/month	1 st full pay period after July 1, 2023
	\$1,050/month	1 st full pay period after July 1, 2024
	\$1,150/month	1 st full pay period after July 1, 2025

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1 st full pay period after July 1, 2023
Management Certificate	\$450/month	1 st full pay period after July 1, 2023

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/month for Firefighter II Certificate
- C. \$850/month for Company Officer or BA/BS or 120 units
- D. \$1,000/ month for Chief Officer or MA/MS

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows for all current Montebello Police Officers' Association (MPOA) employees as of August 31, 2024. All current Montebello Police Trainees who are attending a police academy as of August 31, 2024 will be eligible for the following education incentive pay upon their promotion to the classification of Police Officer:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Basic POST	\$150/month (upon completion of probation)	1 st full pay period after July 1, 2024
A.A. or Intermediate POST	\$500/month	1 st full pay period after July 1, 2024
B.A./B.S. or Advanced POST	\$1,200/month	1 st full pay period after July 1, 2024
Master's Degree	\$1,400/month	1 st full pay period after July 1, 2024
Supervisory POST	\$300/month	1 st full pay period after July 1, 2024

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

The City agrees to provide education incentive pay as follows for all Montebello Police Officers' Association (MPOA) employees hired or entering the bargaining unit as of September 1, 2024, or later:

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<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
B.A./B.S.	\$200/month	1 st full pay period after September 1, 2024
Master's Degree	\$400/month	1 st full pay period after September 1, 2024
Intermediate POST	\$500/month	1 st full pay period after September 1, 2024
Advanced POST	\$1,000/month	1 st full pay period after September 1, 2024
Supervisory POST	\$300/month	1 st full pay period after September 1, 2024

The above educational incentive pay will be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. The total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the combination of the highest qualifying degree and certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees and certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$250/month for Firefighter I Certificate
- B. \$450/month for Firefighter II Certificate or AA/AS or 60 units
- C. \$950/month for Company Officer Certificate or BA/BS or 120 units

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

SMART-TD

Full-time employees in the SMART-TD bargaining unit are eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

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Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION **UNREPRESENTED FULL-TIME EMPLOYEES**

Effective August 24, 2025, full-time employees in the MCEA bargaining unit and unrepresented full-time employees are eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Associate's Degree	\$200.00 per month
Bachelor's Degree	\$400.00 per month
Master's or Doctoral Degree	\$600.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION **MONTEBELLO SUPERVISORS' ASSOCIATION** **MONTEBELLO MID-MANAGEMENT ASSOCIATION**

Effective August 24, 2025, employees in the MMPA, MMMA and MSA units will be eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$400.00 per month
Master's or Doctoral Degree	\$800.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023; 05/22/2024; 08/28/2024; 06/18/2025; 08/13/2025)



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: **ADOPT RESOLUTION NO. 25-66 APPROVING MEMORANDUM OF UNDERSTANDING NO. 25-12 (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO SUPERVISORS ASSOCIATION (MSA)**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-66 approving Memorandum of Understanding No. 25-12 (MOU) between the City of Montebello and the Montebello Supervisors' Association (MSA); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Memorandum of Understanding (MOU) between the City and the Montebello Supervisors Association (MSA) for the period of July 1, 2025 through June 30, 2028 contains salary increases, increased uniform allowance, increases to the education incentive pay, increases to bilingual pay, changes to longevity by reducing the number of years necessary to begin receiving longevity, increased certificate pay, and other non-economic changes and MOU language clean-up.

The salary increases over the three-year MOU term are five percent (5.0%) effective the first full pay period after the MOU is approved by the City Council, five percent (5.0%) in July 2026 and two and a half percent (2.5%) in July 2028. The three-year estimated cost of the total 12.5% pay increase is \$310,664. The table below shows the annual estimated additional salary expenses:

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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+5%	+5%	+2.5%	
FY 25-26	FY 26-27	FY 27-28	TOTAL
98,545	103,473	108,646	310,664

The estimated salary increase expenses also include PERS related costs. Since the employer share of PERS is calculated as a percentage of base pay, any increase to wages leads to an increase in pension expenses.

Members of this association are eligible for Education Incentive pay depending on the degree achieved: Bachelors Degree or Masters Degree. The monthly incentive amount for each of these degrees is increasing, from \$200/month for a Bachelors Degree to \$400/month and from \$400/month for a Masters Degree to \$800/month. The increase will cost approximately \$38,400 additionally each year, or \$115,200 over the three-year MOU term. The increase to bilingual pay will cost an additional \$11,000 annually, or \$33,000 over the three-year term.

There is also the expansion of longevity pay, lowering the eligibility tiers so that the first year begins after seven (7) years of service (versus ten [10] years). The immediate cost of this change to longevity will be minimal, as the average service time for this association is nine (9) years.

The total three-year estimated cost of this MOU is \$459,000 – base salary increases, additional PERS costs, longevity pay, improved special pays (e.g., bilingual and certificate) and increases to the education incentive.

BACKGROUND/DISCUSSION:

In Spring 2025, the City began labor negotiations sessions with MSA ahead of the existing MOU expiring on June 30, 2025. MSA, represented by Teamsters Local 986, represents supervisory and mid-level managerial job classifications in various City departments - excluding the Transit Department, where similar classifications are represented by a separate employee association. The parties held multiple negotiation sessions, and the parties reached a tentative agreement on a three (3) year MOU effective July 1, 2025, through June 30, 2028. The tentative agreement has been ratified by the MSA membership.

The major provisions of the tentative agreement include: base salary increases of five percent (5%) effective the first full pay period after the City Council's approval of the MOU, five percent (5%) effective July 2026, and two and one-half percent (2.5%) effective July 2027; adjustments to the eligibility benchmarks for longevity pay; certificate pay increase from \$25 to \$50 per certificate for up to three (3) certificates for a maximum of \$150/month; increased bilingual pay by \$25 per category resulting in a new bilingual pay incentive of \$75 per category; increased annual administrative leave from 40 hours to 50 hours; increased education incentive pay from \$200 per month to \$400 for Bachelor's Degree and from \$400 per month to \$800 per month for Master's or Doctoral Degree; and clarifying language on issues of employment.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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As a full-service organization, the City depends on the experience, knowledge, and skills of the MSA to supervise and administer the various projects and programs offered to the community. Moreover, the proposed MOU would allow the City to remain competitive in the marketplace.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 25-66 approving the proposed MOU No. 25-12 between the City and MSA for the period of July 1, 2025, to June 30, 2028, and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-66 - MSA
2. Exhibit A - MSA MOU 2025-2028 Final

RESOLUTION NO. 25-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING NO. 25-12 AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO SUPERVISORS' ASSOCIATION (MSA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2028

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours, and terms and conditions of employment. As a result of such good faith negotiations, the City and the MSA have agreed to a comprehensive Memorandum of Understanding (MOU) attached here as EXHIBIT A.

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

SECTION 1: The MOU between the City of Montebello and MSA dated July 1, 2025 through June 30, 2028 and attached is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-66

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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. 25-66 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor, and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 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

EXHIBITS:

- Exhibit A – Memorandum of Understanding No. 25-12 - MSA

EXHIBIT A

MEMORANDUM OF UNDERSTANDING NO. 25-12
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO SUPERVISORS' ASSOCIATION



FOR JULY 1, 2025 THROUGH JUNE 30, 2028

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THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Supervisors' Association (MSA)**, and have reached an agreement to recommend that the City Council take the actions identified in this successor Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 22-32 adopted by the City Council on May 11, 2022. Except as otherwise modified herein, existing wages, hours, and other terms and conditions of employment shall remain in full force and effect.

ARTICLE I – IMPLEMENTATION

SECTION A TERM

Period Covered. Three (3) years. From 7/1/2025 to 6/30/2028.

SECTION B RECOGNITION

The **Montebello Supervisors' Association (MSA)**, is the exclusive representative of the employees in the general bargaining unit currently of the classifications listed in EXHIBIT A; a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for employees of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during "**Meet and Confer**" sessions and shall be considered adopted by reference in this MOU specifically the following City policies which are attached as appendices to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.516 Jury Duty Compensation
- g. 2.060.528 Education Incentive Pay

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Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions. MSA shall provide City with a certification that it has and maintains an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. MSA shall indemnify the CITY for any claims made by the employee for deductions made in reliance on that information.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit employees to allow Association to conduct Association business on behalf of those employees.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for employees of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II – COMPENSATION

SECTION A SALARY RANGE INCREASES

The City shall increase the base salary of all unit employees in all classifications as follows:

- a). Effective the first full pay period after City Council adoption of this MOU, base pay for each classification will be increased by five percent (5%).
 - b). Effective the first full pay period after July 1, 2026, base pay for each classification will be increased by five percent (5%).
 - c). Effective the first full pay period after July 1, 2027, base pay for each classification will be increased by two and one-half percent (2.5%).
- Salary ranges for unit classifications are listed in EXHIBIT B.

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- Annual performance increases will remain on schedule for employees who meet department expectations on their performance evaluation.
 - Management reserves the right to increase an employee's salary by one (1) or two (2) steps based on their performance evaluation. Any increase beyond two (2) steps must be authorized by the City Manager, within the adopted salary range.

SECTION B CERTIFICATION PAY

Effective August 24, 2025, employees who possess and maintain additional certificates/licenses shall be eligible to receive fifty (\$50.00) monthly per certificate, for up to a maximum of three (3) certificates/licenses or one-hundred fifty dollars (\$150.00) monthly. In no case, shall any affected employee simultaneously receive compensation for more than three(3) certificates. Employees will not be permitted to stack more than three (3) certificates/licenses.

The employee shall receive the additional compensation following authorization by the respective Department Director/Chief and the Director of Human Resources.

The additional certification and licensure incentives only apply to certifications and licenses that:

- Are not mandated to meet the classification's minimum job requirement criteria; and
- Have an annual or bi-annual renewal process or examination.

An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate and provide annual proof of valid certificate/license will result in the loss of Certificate Pay.

The certificate incentive pay will commence on the 1st day of the next month after obtaining authorization and submitting proof of certificate(s)/license(s). The employee's department will submit a personnel action form to Human Resources for the incentive pay to be added to the employee's salary.

ARTICLE III – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

Employees have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, to receive cash out for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the

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deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December.

Effective December 2023, and thereafter, in no event shall the total Annual Leave hours cashed out exceed eighty (80) hours per year. The annual optional election to cash out up to eighty (80) hours of Annual Leave shall be paid out at the employee's current base rate plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the employee's current base rate of pay.

SECTION B VACATION LEAVE

1. **Accrual and Cap:** Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

FULL-TIMEYEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs (157 months & thereafter)	6.15 hours	160 hours	320 hours

2. **Cash Out of Vacation Leave:** Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December. Vacation shall be paid out at the employee's current base rate of pay.

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- All employees with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the employee's current base rate.

Other Rules:

- Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.

SECTION C SICK LEAVE

1. Accrual and Cap: Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
3.692	96	1040

2. Sick leave may be utilized for:

- Personal illness or injury of the employee;
- Authorized emergency leave; serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

Other Rules:

Sick leave may be taken in increments of one-half (1/2) hour or more.

Sick leave may not be used for denied vacation leave.

For absences of over two (2) days, a medical certificate from a qualified physician may be required.

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

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** Sick hours will not be considered hours worked when computing overtime.

** After sick leave has been exhausted, employee may use earned vacation.

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

OPTION 1:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at current base rate of pay.

OPTION 2 (AT RETIREMENT ONLY):

Sick Leave Conversion to Service Credit:

In accordance with Government Code Section 20965, the City will continue the process to evaluate the cost to amending its retirement contract with CalPERS to include the Sick Leave Conversion Benefit. Upon amendment, employees would have the option to convert *ALL* unused sick leave hours to CalPERS service credit upon retirement from the City of Montebello.

SECTION D HOLIDAY BANK

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out the second (2 nd) pay period in January of each calendar year

Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, JR. DAY- Third Monday in January
3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH - June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDIGENOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th

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10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate of twelve (12) full-day holidays which occurs during the calendar year. The bank of hours will correlate to the employee's current shift schedule.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours
9/80 schedule	108 hours
5/40 schedule	96 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employees whose regular schedule work-day occurs on an observed holiday may use their holiday hours at the discretion of the managing department, subject to department rules and guidelines.

Cash Out of Remaining Holiday Hours

- During the second (2nd) pay period in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the current base pay.

There shall be no carryover of any unused holiday hours from one calendar year to another.

Observation of Holidays

- Designated holidays falling on a Monday through Thursday shall be observed by the City on the actual date of the designated holiday.
- For designated holidays falling on a Friday, Saturday, or Sunday, those hours will be banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January, if unused.

Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation, at the current base rate of pay.

**** Holiday hours will not be considered hours worked when computing overtime.**

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****** In order to receive holiday pay an employee shall work or have approved leave time off on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday. Employees must be an active employee on Payroll (hours submitted) at the time the holiday is observed in order to be eligible to receive the Holiday hours.

*******Holiday hours are available to be used on or after the holiday is observed (employee may not use the holiday prior to the holiday observation).

SECTION E ADMINISTRATIVE LEAVE/OVERTIME

Employees will receive fifty (50) hours of Administrative Leave Pay per calendar year, posted during the first pay period each January. Employees entering the unit after January will receive a prorated amount.

During the first pay period in January, upon posting administrative leave hours, any unused administrative leave hours remaining from the previous calendar year will be automatically paid off at the current rate of pay (base plus incentives).

Upon separation or retirement, unused administrative leave hours are paid out at the employees' base rate of pay.

Employees in the classifications represented by the MSA are exempt from overtime under the Fair Labor Standards Act ("FLSA") due to the nature of their duties. Employees are expected to work the hours necessary to complete the requirements of their positions.

Although still considered to be exempt from overtime under the FLSA, employees in the Public Safety Radio Supervisor classification will be eligible to receive overtime compensation at the rate of one and one-half (1½) times the employee's base rate of pay for time worked in excess of forty (40) hours in a work week. Vacation leave will be considered as hours worked when computing overtime. Sick, holiday, and any other accrued leave hours will not be considered as hours worked when computing overtime. Employees in the Public Safety radio classification will not be eligible to receive Administrative Leave as provided for in this Section.

ARTICLE IV - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by the Government Code, which define the employee contribution/cost sharing as follows:

- 1. Retirement Tier 1:** Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq. These employees are also referred to as "Classic CalPERS Members".

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- a. CalPERS retirement formula is 2.7% @ 55.
2. **Retirement Tier 2:** Employees Hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members".
 - a. CalPERS retirement formula is 2.0% @ 62.

SECTION B EMPLOYEE CALPERS CONTRIBUTION

1. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay eight percent (8%) employee contributions toward their CalPERS pension.

2. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The normal cost obligation for each PEPRA unit member is determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE V – POST RETIREMENT BENEFIT PROVISIONS

SECTION A 401 (a) and (h) RETIREMENT BENEFIT

All full-time employees will be enrolled in the established City of Montebello 401(a) and (h) retirement plan upon achieving their one (1) year anniversary of employment with the MSA bargaining unit. Vesting in the 401 (a) and (h) plan will occur at the employee's five (5) year anniversary of recognized full-time employment in the plan.

The monthly accrual rates for all qualified employees will be determined by years of service with the City of Montebello and based upon the following schedule:

Years of City of Montebello Service	Monthly Contribution Amount
1 year to 12 years	\$10
12 years to 16 years	\$50
16 years to 20 years	\$75
20 years to 24 years	\$100
24 years +	\$125

Years of service with the City of Montebello will include all years of service as a full-time employee, even if there has been a break in service to the City, with the exception that any employee who retired between November 1, 1999 and January 2, 2002, who returned to work for the City of Montebello returned as a new employee for the purposes of 401 (h) benefits.

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*Monthly contributions occur on the 1st of each month.

*There are no partial credits of monthly contributions for employees separating from City service before the last day of the month of retirement.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A UNIT WORK SCHEDULES

1. Employees may be assigned to the following work schedules dependent on organizational need.

4/10 Work Schedule

9/80 Work Schedule

5/40 Work Schedule

3/12 & 8 Work Schedule

2. Work Schedule Changes: Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION B MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with employment law; to make and enforce.

SECTION C PROBATIONARY PERIOD

Employees hired or who enter the unit on or after July 1, 2025, will serve a twelve (12) month probationary period for the appointment to a classification represented by MSA, whether pre-existing City employees who promote to an MSA classification or newly hired employee. If a probationary employee is on leave for more than thirty (30) consecutive calendar days during the probationary period, the employee's probationary period shall be extended by the duration of the employee's leave. The probationary period may be extended up to six (6) months as determined by the employees' Department Head/Chief.

An employee may be released from probation by their Department Head/Chief without cause and without right of appeal during the employee's initial probationary period. An employee

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who is released while serving a probationary period after promotion shall be returned to his/her previous classification provided the employee had attained regular status in that classification.

SECTION D AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but not limited: to adjustment of the distribution of unequal and/or unjust resources and opportunities among employees of City of Montebello, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION E SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for three (3) years. **From 7/1/2025 To 6/30/2028.**

Jeremy Melendez Date
Montebello Supervisors' Association President

Raul Alvarez Date
City Manager



EXHIBIT A

The Montebello Supervisors' Association

REPRESENTED CLASSIFICATIONS

Accounting Supervisor

Associate Engineer

Building Maintenance Supervisor

Crime Prevention Supervisor

Dispatch Supervisor

Grants & Project Administrator

Informations Systems Supervisor

Management Analyst

Park Maintenance Supervisor

Planner

Police Records Supervisor

Principal Engineer

Public Safety Radio Supervisor

Recreation Supervisor

Revenue Supervisor

Senior Building Inspector

Senior Economic Development Coordinator

Senior Fire Inspector

Senior Management Analyst

Senior Planner

Street Maintenance Supervisor



EXHIBIT B

The Montebello Supervisors' Association

SALARY RANGES

7/1/2025 – 8/23/2025

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Accounting Supervisor	30	\$ 69,467	-	\$ 86,754	
Associate Engineer	40	\$ 88,923	-	\$ 111,053	
Building Maintenance Supervisor	30	\$ 69,467	-	\$ 86,754	
Crime Prevention Supervisor	34	\$ 76,678	-	\$ 95,760	
Dispatch Supervisor	32	\$ 72,983	-	\$ 91,146	
Finance Supervisor	32	\$ 72,983	-	\$ 91,146	
Grants & Project Administrator	36	\$ 80,560	-	\$ 100,608	
Informations Systems Supervisor	39	\$ 86,754	-	\$ 108,344	
Management Analyst	30	\$ 69,467	-	\$ 86,754	
Park Maintenance Supervisor	30	\$ 69,467	-	\$ 86,754	
Planner	35	\$ 78,595	-	\$ 98,154	
Police Records Supervisor	31	\$ 71,203	-	\$ 88,923	
Principal Engineer	52	\$ 119,592	-	\$ 149,354	
Public Safety Radio Supervisor	39	\$ 86,754	-	\$ 108,344	
Recreation Supervisor	29	\$ 67,772	-	\$ 84,638	
Revenue Supervisor	30	\$ 69,467	-	\$ 86,754	
Senior Building Inspector	34	\$ 76,678	-	\$ 95,760	
Senior Economic Development Coordinator	34	\$ 76,678	-	\$ 95,760	
Senior Fire Inspector	38	\$ 84,638	-	\$ 105,702	
Senior Management Analyst	36	\$ 80,560	-	\$ 100,608	
Senior Planner	41	\$ 91,146	-	\$ 113,829	
Street Maintenance Supervisor	32	\$ 72,983	-	\$ 91,146	



EXHIBIT B

The Montebello Supervisors' Association

SALARY RANGES

8/24/2025 – 7/11/2026

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Accounting Supervisor	32	\$ 72,983	-	\$ 91,146	
Associate Engineer	42	\$ 93,425	-	\$ 116,675	
Building Maintenance Supervisor	32	\$ 72,983	-	\$ 91,146	
Crime Prevention Supervisor	36	\$ 80,560	-	\$ 100,608	
Dispatch Supervisor	34	\$ 76,678	-	\$ 95,760	
Finance Supervisor	34	\$ 76,678	-	\$ 95,760	
Grants & Project Administrator	38	\$ 84,638	-	\$ 105,702	
Informations Systems Supervisor	41	\$ 91,146	-	\$ 113,829	
Management Analyst	32	\$ 72,983	-	\$ 91,146	
Park Maintenance Supervisor	32	\$ 72,983	-	\$ 91,146	
Planner	37	\$ 82,574	-	\$ 103,123	
Police Records Supervisor	33	\$ 74,808	-	\$ 93,425	
Principal Engineer	54	\$ 125,646	-	\$ 156,915	
Public Safety Radio Supervisor	41	\$ 91,146	-	\$ 113,829	
Recreation Supervisor	31	\$ 71,203	-	\$ 88,923	
Revenue Supervisor	32	\$ 72,983	-	\$ 91,146	
Senior Building Inspector	36	\$ 80,560	-	\$ 100,608	
Senior Economic Development Coordinator	36	\$ 80,560	-	\$ 100,608	
Senior Fire Inspector	40	\$ 88,923	-	\$ 111,053	
Senior Management Analyst	38	\$ 84,638	-	\$ 105,702	
Senior Planner	43	\$ 95,760	-	\$ 119,592	
Street Maintenance Supervisor	34	\$ 76,678	-	\$ 95,760	



EXHIBIT B

The Montebello Supervisors' Association

SALARY RANGES

7/12/2026 – 7/10/2027

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Accounting Supervisor	34	\$	76,678	-	\$ 95,760
Associate Engineer	44	\$	98,154	-	\$ 122,581
Building Maintenance Supervisor	34	\$	76,678	-	\$ 95,760
Crime Prevention Supervisor	38	\$	84,638	-	\$ 105,702
Dispatch Supervisor	36	\$	80,560	-	\$ 100,608
Finance Supervisor	36	\$	80,560	-	\$ 100,608
Grants & Project Administrator	40	\$	88,923	-	\$ 111,053
Informations Systems Supervisor	43	\$	95,760	-	\$ 119,592
Management Analyst	34	\$	76,678	-	\$ 95,760
Park Maintenance Supervisor	34	\$	76,678	-	\$ 95,760
Planner	39	\$	86,754	-	\$ 108,344
Police Records Supervisor	35	\$	78,595	-	\$ 98,154
Principal Engineer	56	\$	132,007	-	\$ 164,858
Public Safety Radio Supervisor	43	\$	95,760	-	\$ 119,592
Recreation Supervisor	33	\$	74,808	-	\$ 93,425
Revenue Supervisor	34	\$	76,678	-	\$ 95,760
Senior Building Inspector	38	\$	84,638	-	\$ 105,702
Senior Economic Development Coordinator	38	\$	84,638	-	\$ 105,702
Senior Fire Inspector	42	\$	93,425	-	\$ 116,675
Senior Management Analyst	40	\$	88,923	-	\$ 111,053
Senior Planner	45	\$	100,608	-	\$ 125,646
Street Maintenance Supervisor	36	\$	80,560	-	\$ 100,608



EXHIBIT B

The Montebello Supervisors' Association

SALARY RANGES

7/12/2027 - 6/30/2028

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Accounting Supervisor	35	\$	78,595	-	\$ 98,154
Associate Engineer	45	\$	100,608	-	\$ 125,646
Building Maintenance Supervisor	35	\$	78,595	-	\$ 98,154
Crime Prevention Supervisor	39	\$	86,754	-	\$ 108,344
Dispatch Supervisor	37	\$	85,574	-	\$ 103,123
Finance Supervisor	37	\$	85,574	-	\$ 103,123
Grants & Project Administrator	41	\$	91,146	-	\$ 113,829
Informations Systems Supervisor	44	\$	95,154	-	\$ 122,581
Management Analyst	35	\$	78,595	-	\$ 98,154
Park Maintenance Supervisor	35	\$	78,595	-	\$ 98,154
Planner	40	\$	88,923	-	\$ 111,053
Police Records Supervisor	36	\$	80,560	-	\$ 100,608
Principal Engineer	57	\$	135,307	-	\$ 168,980
Public Safety Radio Supervisor	44	\$	95,154	-	\$ 122,581
Recreation Supervisor	34	\$	76,678	-	\$ 95,760
Revenue Supervisor	35	\$	78,595	-	\$ 98,154
Senior Building Inspector	39	\$	86,754	-	\$ 108,344
Senior Economic Development Coordinator	39	\$	86,754	-	\$ 108,344
Senior Fire Inspector	43	\$	95,760	-	\$ 119,592
Senior Management Analyst	41	\$	91,146	-	\$ 113,829
Senior Planner	46	\$	103,123	-	\$ 128,787
Street Maintenance Supervisor	37	\$	85,574	-	\$ 103,123



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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A.** The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B.** The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C.** The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A.** Employees must submit in writing a request to test for Bilingual Pay.
- B.** Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. *Testing:***
 - 1.** Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2.** The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
SMART-TD	\$70
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month



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Effective August 24, 2024:

The following bargaining units will receive the incentive pay listed below:

- **Montebello Management Professionals Association**
- **Montebello Supervisors' Association**
- **Montebello Mid-Management Association**

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$75.00 per month
 - Writing - \$75.00 per month
 - Reading - \$75.00 per month
- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/22/2024; 08/13/2025)



City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employees may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift shall be approved in accordance with AB 1949.
 - 1. In this event, the affected employee may utilize available and accrued leave, including sick leave.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted leave without pay.
- D. Part-time employees shall be granted bereavement leave, following the same

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criteria established for full-time employees, in accordance with AB 1949.

Procedure

- A.** It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
 2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.
- B.** Upon the return of the affected employee, any additional documentation and signatures shall be obtained.
- C.** In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such a need.
1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
 2. Use of accrued and available leave, including sick leave, may be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

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Montebello City Employees' Association	30 hours
Montebello Management Professionals Association	30 hours
SMART-TD	24 hours
Non-Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023; 5/22/24)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the amount agreed to for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active



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LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW

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ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%



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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 25TH year.

E. The (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City sworn unit member service.

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Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFMA Longevity Chart	
Completed Years of Service	Longevity Percentage
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus an verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with three (3) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

- a. A two percent (2%) base salary increase at the completion of three (3) years aggregate active service as a full-time sworn fire personnel as defined above,



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which the unit member shall continue to receive through the completion of the unit member's fifth (5th) year.

- b. The two percent (2%) base salary shall be increased to a four percent (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's tenth (10th) year.
- c. The four percent (4%) base salary shall be increased to a seven percent (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's fifteenth (15th) year.
- d. The seven percent (7%) base salary shall be increased to a ten percent (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twentieth (20th) year.
- e. The ten percent (10%) base salary shall be increased to a thirteen percent (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twenty-fifth (25th) year.
- f. The thirteen percent (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City MFA unit service.

Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

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Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Effective August 24, 2025, each MMMA unit member with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full- time service	1.5% base salary increase
After 11 years of full- time service	2.5% base salary increase
After 15 years of full- time service	3.5% base salary increase
After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

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C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Effective August 24, 2025, each MSA unit employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
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After 11 years of full-time service	2.5% base salary increase
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After 15 years of full-time service	3.5% base salary increase
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After 19 years of full-time service	5.0% base salary increase
-------------------------------------	---------------------------

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

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D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in the MPOA as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA members who join the MPOA on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as full-time sworn police, police supervisory, or police management member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall not be reported to CalPERS as special pay in accordance with CalPERS regulations) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

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C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21st) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive thirteen percent (13%) of his/her Base Salary

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as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPOA member's remaining years of full-time City MPOA service, an MPOA member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary.

MPOA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO CITY EMPLOYEES ASSOCIATION (MCEA)

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service 1.5% base salary increase

After 15 years of full- time service 2.5% base salary increase

After 20 years of full- time service 3.5% base salary increase



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After 25 years of full-time service 5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

SMART-TD

Effective July 13, 2025, each SMART-TD full-time employee with SEVEN (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative. Longevity amounts shall be paid in twenty-six (26) equal payments on the employees' regularly scheduled pay dates and reported in compliance with CalPERS guidelines:

After completion of 7 years (84 months) of full-time service	\$1,500
After completion of 11 years (132 months) of full-time service	\$3,000
After completion of 15 years (180 months) of full-time service	\$4,700
After completion of 19 years (228 months) of full-time service	\$6,200



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MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9 years of full- time service	\$730.38 monthly amount
10-14 years of full- time service	\$1,278.17 monthly amount
15-19 years of full-time service	\$1,825.96 monthly amount
20+ years of full-time service	\$2,373.75 monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

A. Effective August 24, 2025, each full-time employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
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After 11 years of full-time service 2.5% base salary increase

After 15 years of full-time service 3.5% base salary increase

After 19 years of full-time service 5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023; 08/28/2024; 06/25/2025; 08/13/2025)



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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

- A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)
- B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**
- C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.
- D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.
- E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**
- F. **Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck.** The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association and the Montebello Firefighters' Association whose members have an annual maximum of \$2,000, and members of the Montebello Executive Management Association whose members have an annual maximum of \$3,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

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C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21; 06/25/2025)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective January 1, 2025, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION
1 Party	Full coverage
2 Party	\$1,200.00
3 Party	\$1,650.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.



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MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21; 8/15/22; 8/28/24; 06/25/2025)



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2.060.516 Jury Duty Compensation

Purpose

To establish a policy and define the procedure to be utilized concerning jury duty.

Policy

A. An employee of the City, who is in receipt of a juror summons and is required to serve, shall be paid up to 10 days of regular salary and benefits during each fiscal year while engaged in such activity on his or her regularly scheduled work days.

B. Compensation shall extend beyond the 10 days of salary and benefits only if the employee presents to the City a certified court document showing that a trial counsel and/or an official of the court estimated that the trial for which the employee was selected as a juror had been estimated to be concluded within the number of days remaining on the employee-juror's service period, not exceeding a maximum of 10 days. Under such circumstances, the employee shall receive his/her regular salary, minus any payments or fees received as a juror. The employee must remit any court or jury duty payments, excluding mileage reimbursement, to the City of Montebello.

Procedure

- A. Upon receipt of a jury summons, the employee is to notify his/her immediate supervisor, providing a copy of the summons, and follow all court-required procedures.
- B. At the first available opportunity after reporting to the court for service, the employee should notify the jury supervisor or appropriate court official that he or she is limited to 10 days of paid service.
- C. Many courts utilize a system requiring jurors to call in daily to receive assignment. The employee must notify his or her supervisor of the "call in"



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status. Unless ordered to report to court for service, the employee must report to work, if it is a regular workday. If ordered to report to court for active service, the employee must immediately notify his or her supervisor of the court assignment.

- D.** Upon being released from jury service, the employee must present proof of service from the court to his or her immediate supervisor on the next working day following the conclusion of service.
- E.** Any jury duty payment received from the court, minus mileage payment, which may be retained by the employee, shall be forwarded to the Payroll Division of the Finance Department upon return to work.

(Prior Policy #V-B-16, 07/09/82; AUTHORITY: C/ADMIN)

(Revised: 07/09/82, 09/90, 09/96, 12/13/96; 12/05; 07/28/21)

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City of Montebello, California Policy & Procedures Manual

2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1 st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1 st full pay period after July 1, 2023
	\$1,000/month	1 st full pay period after July 1, 2024
	\$1,100/month	1 st full pay period after July 1, 2025
Master's Degree	\$950/month	1 st full pay period after July 1, 2023
	\$1,050/month	1 st full pay period after July 1, 2024
	\$1,150/month	1 st full pay period after July 1, 2025

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1 st full pay period after July 1, 2023
Management Certificate	\$450/month	1 st full pay period after July 1, 2023

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This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/month for Firefighter II Certificate
- C. \$850/month for Company Officer or BA/BS or 120 units
- D. \$1,000/ month for Chief Officer or MA/MS

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows for all current Montebello Police Officers' Association (MPOA) employees as of August 31, 2024. All current Montebello Police Trainees who are attending a police academy as of August 31, 2024 will be eligible for the following education incentive pay upon their promotion to the classification of Police Officer:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Basic POST	\$150/month (upon completion of probation)	1 st full pay period after July 1, 2024
A.A. or Intermediate POST	\$500/month	1 st full pay period after July 1, 2024
B.A./B.S. or Advanced POST	\$1,200/month	1 st full pay period after July 1, 2024
Master's Degree	\$1,400/month	1 st full pay period after July 1, 2024
Supervisory POST	\$300/month	1 st full pay period after July 1, 2024

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

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The City agrees to provide education incentive pay as follows for all Montebello Police Officers' Association (MPOA) employees hired or entering the bargaining unit as of September 1, 2024, or later:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
B.A./B.S.	\$200/month	1 st full pay period after September 1, 2024
Master's Degree	\$400/month	1 st full pay period after September 1, 2024
Intermediate POST	\$500/month	1 st full pay period after September 1, 2024
Advanced POST	\$1,000/month	1 st full pay period after September 1, 2024
Supervisory POST	\$300/month	1 st full pay period after September 1, 2024

The above educational incentive pay will be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. The total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the combination of the highest qualifying degree and certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees and certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$250/month for Firefighter I Certificate
- B. \$450/month for Firefighter II Certificate or AA/AS or 60 units
- C. \$950/month for Company Officer Certificate or BA/BS or 120 units

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

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MONTEBELLO CITY EMPLOYEES' ASSOCIATION **SMART-TD** **UNREPRESENTED FULL-TIME EMPLOYEES**

Full-time employees in the MCEA bargaining unit and Unrepresented full-time employees are eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION **MONTEBELLO SUPERVISORS' ASSOCIATION** **MONTEBELLO MID-MANAGEMENT ASSOCIATION**

Effective August 24, 2025, employees in the MMPA, MMMA and MSA units will be eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$400.00 per month
Master's or Doctoral Degree	\$800.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023; 05/22/2024; 08/28/2024; 06/18/2025; 08/13/2025)



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: **ADOPT RESOLUTION NO. 25-67 APPROVING MEMORANDUM OF UNDERSTANDING NO. 25-13 (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO MID-MANAGEMENT ASSOCIATION (MMMA)**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-67 approving Memorandum of Understanding No. 25-13 (MOU) between the City of Montebello and the Montebello Mid-Management Association (MMMA); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Memorandum of Understanding (MOU) between the City and the Montebello Mid-Management Association (MMMA) for the period of July 1, 2025 through June 30, 2028 contains salary increases, increased uniform allowance, increases to the education incentive pay, increases to bilingual pay, changes to longevity by reducing the number of years necessary to begin receiving longevity, increased certificate pay, a one-time stipend in-lieu of elimination of the incentive pay program and other non-economic changes and MOU language clean-up.

The salary increases over the three-year MOU term are five percent (5.0%) effective the first full pay period after the MOU is approved by the City Council, five percent (5.0%) in July 2026 and two and a half percent (2.5%) in July 2028. The three-year estimated cost of the total 12.5% pay increase is \$470,177. The table below shows the annual estimated additional salary expenses:

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+5%	+5%	+2.5%	
FY 25-26	FY 26-27	FY 27-28	TOTAL
\$ 180,750	\$ 189,788	\$ 99,639	\$ 470,177

The estimated salary increase expenses also include PERS related costs. Since the employer share of PERS is calculated as a percentage of base pay, any increase in wages leads to an increase in pension expenses.

Members of this association are eligible for Education Incentive pay depending on the degree achieved: Bachelors Degree or Masters Degree. The monthly incentive amount for each of these degrees/certificates is increasing, from \$200/month for a Bachelors Degree to \$400/month and from \$400/month for a Masters Degree to \$800/month. The increase will cost approximately \$38,400 additionally each year, or \$115,200 over the three-year MOU term. The increase to bilingual pay will cost an additional \$38,400 annually, or \$115,200 over the three-year term.

There is also the expansion of longevity pay, lowering the eligibility tiers so that the first year begins after seven (7) years of service (versus ten (10) years). The immediate cost of this change to longevity will be minimal, as the average service time of members in this association is eight (8) years.

The total three-year estimated cost of this MOU is \$697,000 – base salary increases, additional PERS costs, longevity pay, improved special pays (e.g., bilingual and certificate) and increases to the education incentive.

BACKGROUND/DISCUSSION:

In Spring 2025, the City began labor negotiations sessions with MMMA ahead of the existing MOU expiring on June 30, 2025. MMMA, represented by Teamsters Local 986, represents supervisory and mid-level managerial job classifications in the Transportation Department. The parties held multiple negotiation sessions, and the parties reached a tentative agreement on a three (3) year MOU effective July 1, 2025, through June 30, 2028. The tentative agreement has been ratified by the MMMA membership.

The major provisions of the tentative agreement include: base salary increases of five percent (5%) effective the first full pay period after the City Council's approval of the MOU, five percent (5%) effective July 2026, and two and one-half percent (2.5%) effective July 2027; adjustments to the eligibility benchmarks for longevity pay; certificate pay increase from \$25 to \$50 per certificate for up to three (3) certificates for a maximum of \$150/month; increased bilingual pay by \$25 per category resulting in a new bilingual pay incentive of \$75 per category; increased uniform allowance by \$50 per year for an allowance of \$400 for Transit Supervisors, \$700 for Fleet Maintenance Supervisors, and \$675 for Warehouse Supervisors; increased education incentive pay from \$200 per month to \$400 for Bachelor's Degree and from \$400 per month to \$800 per month for Master's or Doctoral Degree; add Fleet Maintenance Supervisor and Fleet Service Supervisor for eligibility for overtime compensation; elimination of the Transit Supervisor Incentive Program in exchange for a one-time, \$1,000 incentive buyout for qualified

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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employees; and clarifying language on issues of employment.

The City depends on the experience, knowledge, and skills of the MMMA to supervise and administer the various projects and programs offered by the Transportation Department. Moreover, the proposed MOU would allow the City to remain competitive in the marketplace.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 25-67 approving the proposed MOU No. 25-13 between the City and MMMA for the period of July 1, 2025, to June 30, 2028, and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-67- MMMA
2. Exhibit A - MMMA MOU 2025-2028 Final

RESOLUTION NO. 25-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING NO. 25-13 AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO MID-MANAGEMENT ASSOCIATION (MMMA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2028

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours, and terms and conditions of employment. As a result of such good faith negotiations, the City and the MMMA have agreed to a comprehensive Memorandum of Understanding (MOU) attached here as EXHIBIT A.

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

SECTION 1: The MOU between the City of Montebello and MMMA dated July 1, 2025 through June 30, 2028 and attached is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-67

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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. 25-67 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor, and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 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

EXHIBITS:

- Exhibit A – Memorandum of Understanding No. 25-13 - MMMA

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN NO. 25-13
THE CITY OF MONTEBELLO
AND THE
MONTEBELLO MID-MANAGEMENT ASSOCIATION



FOR JULY 1, 2025 THROUGH JUNE 30, 2028

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THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello (“City”) have met and conferred in good faith with representatives of the **Montebello Mid-Management Association (MMMA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either “Memorandum,” “MOU” or “Agreement”). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 22-24 adopted by the City Council on April 27, 2022, except as otherwise modified herein, existing wages, hours and other terms and conditions of employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered: Three (3) years. From 7/1/2025 to 6/30/2028.

SECTION B RECOGNITION

The **Montebello Mid-Management Association (MMMA)**, is the exclusive representative of the employees of the LISTED IN EXHIBIT A, a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for employees in the bargaining unit as well as modifications of certain existing City codes, rules, and policies.

Incorporation of prior MOU’s references to City code, rules, and policies have been adopted during “**Meet and Confer**” sessions and shall be considered adopted by reference in this MOU and include the following specific City policies:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions. MMMA shall provide CITY with a certification that it has and maintains an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. MMMA shall indemnify the CITY for any claims made by the employee for deductions made in reliance on that information.

SECTION F FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for employees of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASES

The City shall increase the base salary of all employees in all classifications in this bargaining unit as follows:

- a). Effective the first full pay period after City Council adoption of this MOU, base pay for each classification will be increased by five percent (5%).
 - b). Effective the first full pay period after July 1, 2026, base pay for each classification will be increased by five percent (5%).
 - c). Effective the first full pay period after July 1, 2027, base pay for each classification will be increased by two and one-half percent (2.5%).
- Salary ranges for unit classifications are listed in EXHIBIT B.

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

- Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation.
 - Management reserves the right to increase an employee's salary by one (1) or two (2) Steps based on their performance evaluation. Any increase beyond two (2) steps must be authorized by the City Manager.

SECTION B NIGHT SHIFT DIFFERENTIAL

Bargaining members will be eligible to receive night shift differential of five percent (5%). An employee shall qualify for night shift differential for any regularly assigned hours that are worked between 5:00 p.m. and 6:00 a.m.

SECTION C UNIFORM ALLOWANCE

1. Effective the first full pay period after approval of the MOU by City Council, CITY shall increase the uniform allowance by fifty dollars (\$50). Uniform allowance for Transit Supervisor is four hundred dollars (\$400) per fiscal year. The uniform allowance for Fleet Maintenance Supervisor and Fleet Services Supervisor is seven hundred dollars (\$700) per fiscal year. The uniform allowance for Warehouse Supervisor is six hundred seventy-five dollars (\$675) per fiscal year. This allowance is paid the second pay period in August.

SECTION D TOOL ALLOWANCE

Tool allowance for Fleet Maintenance Supervisor is six hundred dollars (\$600) per fiscal year. The Fleet Services Supervisor shall be entitled to tool allowance of six hundred dollars (\$600) per fiscal year providing that the City determines that he/she has sufficient mechanic skills or a mechanic license. This allowance is paid the second pay period in August.

SECTION E OVERTIME COMPENSATION

The City agrees to compensate Transit Supervisor, Fleet Maintenance Supervisor, and Fleet Services Supervisor at the rate of time-and-one-half for the following activities:

For Transit Supervisor:

- To cover the duties of a Transit Supervisor and/or Bus Operator in the event of a staffing shortage; and to cover for urgent and/or emergency related staffing needs.
- Overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) for all time actually worked in excess of forty (40) hours in a work week.

For Fleet Maintenance Supervisor and Fleet Services Supervisor:

- To cover the duties of a Fleet Maintenance Supervisor or Fleet Services Supervisor in the event of a staffing shortage; and to cover for urgent and/or emergency related staffing needs.

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

- Overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) for all time actually worked in excess of forty (40) hours in a work week.

Overtime compensation does not extend to those instances when Transit Supervisors, Fleet Maintenance Supervisor, and/or Fleet Services Supervisor perform those duties described above within their regular work schedule.

SECTION F INCENTIVE PROGRAM BUYOUT

Effective the first full pay period after approval of the MOU by City Council, the Transit Incentive Program will be eliminated in exchange for a one-time, one-thousand-dollar (\$1,000) incentive buyout to be paid to those employees in classifications listed below who currently qualify for this program:

Transit Supervisor
Fleet Maintenance Supervisor
Fleet Services Supervisor
Warehouse Supervisor

SECTION G CERTIFICATION PAYS

Effective the first full pay period after approval of the MOU by City Council, full-time unit employees who possess and maintain additional certificates/licenses shall be eligible to receive fifty dollars (\$50.00) monthly per certificate, for up to a maximum of three (3) certificates/licenses or one-hundred fifty dollars (\$150.00) monthly. In no case, shall any affected unit member simultaneously receive compensation for more than three (3) certificates. Employees will not be permitted to stack more than three (3) certificates/licenses.

The employee shall receive the additional compensation following authorization by the respective Department Director/Chief and the Director of Human Resources.

The additional certification and licensure incentives only apply to certifications and licenses that:

- Are not mandated to meet the classification's minimum job requirement criteria; and
- Have an annual or bi-annual renewal process or examination.

An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate and provide annual proof of valid certificate/license will result in the loss of Certificate Pay.

The certificate incentive pay will commence on the 1st day of the next month after obtaining authorization and submitting proof of certificate(s)/license(s). The employee's department will submit a personnel action form to Human Resources for the incentive pay to be added to the employee's salary.

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by Government Code, which define the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq. These employees are also referred to as Classic CalPERS Members.

The current retirement formula is 2.7% at 55.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"

The current retirement formula is 2% at 62.

SECTION B EMPLOYEE CALPERS CONTRIBUTION

1. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the eight percent (8%) employee contributions toward their CalPERS pension.

2. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The normal cost obligation for each PEPRA unit member is determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A 401 (A) & (H) PLAN

All full-time employees will be enrolled in the established City of Montebello 401(a) and (h) retirement plan upon achieving their one (1) year anniversary of employment with the MMMA bargaining unit. Vesting in the 401 (a) and (h) plan will occur at the employee's five (5) year anniversary of recognized full-time employment in the plan.

The monthly accrual rates for all qualified employees will be determined by years of service with the City of Montebello and based upon the following schedule:

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

Years of City of Montebello Service	Monthly Contribution Amount
1 year to 12 years	\$10
12 years to 16 years	\$50
16 years to 20 years	\$75
20 years to 24 years	\$100
24 years +	\$125

- Years of service with the City of Montebello will include all years of service as a full-time employee, even if there has been a break in service to the City, with the exception that any employee who retired between November 1, 1999 and January 2, 2002, who returned to work for the City of Montebello returned as a new employee for the purposes of 401 (h) benefits.
- Monthly contributions occur the 1st of each month.
- There are no partial credits of monthly contributions for employees separating from City service before the last day of the month of retirement.

ARTICLE V – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

Employees have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, to receive cash out for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December.

Effective December 2023, and thereafter, in no event shall the total Annual Leave hours cashed out exceed eighty (80) hours per year. The annual optional election to cash out up to eighty (80) hours of Annual Leave shall be paid out at the employee's current base rate plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the employee's current base rate of pay.

SECTION B VACATION LEAVE

1. Accrual and Cap: Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

FULL-TIME YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs (157 months & thereafter)	6.15 hours	160 hours	320 hours

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in December.

All employees with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the employee's current base rate.

Other Rules:

- Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.

SECTION C SICK LEAVE

1. **Accrual and Cap**: Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
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THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

3.692	96	1040
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2. Sick leave may be utilized for:

- Personal illness or injury of the employee;
- Authorized emergency leave; serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

Other Rules:

Sick leave may be taken in increments of one-half (1/2) hour or more.

Sick leave may not be used for denied vacation leave.

For absences of over two (2) days, a medical certificate from a qualified physician may be required.

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

** Sick hours will not be considered hours worked when computing overtime.

** After sick leave has been exhausted, employee may use earned vacation.

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

OPTION 1:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

OPTION 2 (AT RETIREMENT ONLY):

Sick Leave Conversion to Service Credit:

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

In accordance with Government Code Section 20965, the City will continue the process to evaluate the cost to amending its retirement contract with CalPERS to include the Sick Leave Conversion Benefit. Upon amendment, employees would have the option to convert *ALL* unused sick leave hours to CalPERS service credit upon retirement from the City of Montebello.

SECTION D HOLIDAY BANK

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out second (2 nd) pay period in January of each calendar year

Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, JR. DAY- Third Monday in January
3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH - June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDIGENOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate of twelve (12) full-day holidays which occurs during the calendar year. The bank of hours will correlate to the employees current shift schedule.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours
9/80 schedule	108 hours
5/40 schedule	96 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employees whose regular schedule work-day occurs on an observed holiday may use their holiday hours at the discretion of the managing department, subject to department rules and guidelines.

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

Cash Out of Remaining Holiday Hours

- During the second (2nd) pay period in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the current base pay.

There shall be no carryover of any unused holiday hours from one calendar year to another.

Observation of Holidays

- Designated holidays shall be observed by the City on the actual date of the designated holiday.
- Designated holidays falling on an employee's regular scheduled work-day will have holiday hours banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January, if unused.

Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation, at the current base rate of pay.

** Holiday hours will not be considered hours worked when computing overtime.

** In order to receive holiday pay an employee shall work or have approved leave time off on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday. Employees must be an active employee on Payroll (hours submitted) at the time the holiday is observed in order to be eligible to receive the Holiday hours.

***Holiday hours are available to be used on or after the holiday is observed (employees may not use the holiday prior to the holiday observation).

SECTION E ADMINISTRATIVE LEAVE

MMMA members, excluding Transit Supervisors, Fleet Maintenance Supervisors, and Fleet Services Supervisors will receive fifty (50) hours of Administrative Leave Pay per calendar year, posted during the first pay period each January. Employees entering the unit after January will receive a prorated amount.

Upon posting of administrative leave hours, any unused administrative leave hours remaining from the previous calendar year will be automatically paid off at the current rate of pay (base plus incentives).

Upon separation or retirement, unused administrative leave hours are paid out at the employees' base rate of pay.

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

SECTION F COMPENSATORY TIME OFF (CTO) BANK

The maximum number of compensatory time off (CTO) hours that may be accumulated by MMMA members is one hundred twenty (120) hours.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A UNIT WORK SCHEDULES

1. Employees may be assigned to the following work schedules dependent on organizational need.

- 4/10 Work Schedule
- 9/80 Work Schedule
- 5/40 Work Schedule

2. Work Schedule Changes

Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION B FREE TRANSPORTATION

All MMMA employees, their spouses, and eligible dependent children are eligible to ride all Montebello Bus Lines buses free of charge.

SECTION C GRIEVANCE PROCEDURE

The City agrees the grievance procedure is fifteen (15) days between steps in the process. The employee filing the grievance may have a representative present at any step in the grievance process.

SECTION D DISCIPLINARY APPEAL PROCEDURE

Employees who elect to appeal major discipline, not to include minor discipline, verbal or written reprimands, will be entitled to a full evidentiary hearing before the City Manager, his/her designee, or an impartial third party. If an impartial third party is chosen, the hearing officer shall be mutually agreed upon from a list provided by the State Mediation and Conciliation Service. The cost of the hearing shall be borne by the "non-prevailing" party. If there is no clear "non-prevailing" party, the cost of the hearing shall be shared. The finding of the City Manager, his/her designee, or the impartial third party shall be binding.

The City agrees to optional, non-binding mediation for disciplinary appeals.

Minor disciplinary appeals may be addressed through the City's existing grievance policy, Administrative Policy V-B-40 which pertains to full-time unclassified employees.

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

SECTION E TRANSIT SUPERVISOR BIDDING PROCEDURE

1. Transit Supervisor (TS) Shake-Ups are valid for a period of six (6) months. TS, will bid for an assignment in order of seniority two (2) weeks prior to the effective date of the bid implementation. All will be permitted to bid on their respective assignments based upon seniority.
2. TS schedules are created by the department in order to maximize the supervision of MBL's bus operations. Details regarding shift changes to assignments as identified in this MOU will be posted sixty (60) days prior to the effective date of the Shake-Up. A proxy may be submitted to the scheduling supervisor, or via email.
3. Vacation Bid:
 - a. Vacation bids will be conducted every February, and will have two (2) slots available per week. The vacation bid will be completed within three (3) days as follows:
 - b. Day one, 1st Round: Submit two (2) weeks
 - c. Day two, 2nd Round: Submit two (2) weeks
 - d. Day three, 3rd Round: Submit one (1) week

SECTION F CORPORATE SHOP BIDDING PROCEDURE

1. Fleet Maintenance Supervisors' and Fleet Services Supervisors' Shake-Ups are valid for a period of six (6) months. Supervisors will bid for an assignment in order of seniority two (2) weeks prior to the effective date of the bid implementation. All will be permitted to bid on their respective assignments based upon seniority.
2. Supervisor schedules are created by the department in order to maximize the supervision of MBL's Corporate Shop Division. Details regarding shift changes to assignments as identified in this MOU will be posted sixty (60) days prior to the effective date of the Shake-Up. A proxy may be submitted to the scheduling supervisor, or via email.
3. Vacation Bid:
 - a. Vacation bids will be conducted every February and will have two (2) slots available per week. The vacation bid will be completed within three (3) days as follows:
 - b. Day one, 1st Round: Submit two (2) weeks
 - c. Day two, 2nd Round: Submit two (2) weeks
 - d. Day three, 3rd Round: Submit one (1) week

SECTION G PROBATIONARY PERIOD

Employees hired or who enter the unit on or after July 1, 2025, will serve a twelve (12) month probationary period for the appointment to a classification represented by MMMA, whether pre-existing City employees who promote to an MMMA classification or newly hired

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

employee. The probationary period may be extended to six (6) months as determined by the employees' Department Head/Chief.

If a probationary employee is on leave for more than thirty (30) consecutive calendar days during the probationary period, the employee's probationary period shall be extended by the duration of the employee's leave.

An employee may be released from probation by their Department Head/Chief without cause and without right of appeal during the employee's initial probationary period. An employee who is released while serving a probationary period after promotion shall be returned to his/her previous classification provided the employee had attained regular status in that classification.

SECTION H BULLETIN BOARD

MMMA shall have access to a bulletin board in the Transportation Department. The bulletin board shall be locked with a key in the possession of the Unit, for purposes of posting pamphlets, handbills, and other literature.

SECTION I UNION INSIGNIA

The City agrees to allow MMMA to wear one (1) Union Insignia on their uniform (subject to discussion regarding reasonable limitations).

SECTION J SOCIAL SECURITY

The City and the employees will each contribute 7.65% to Social Security.

SECTION K MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with employment law; to make and enforce.

SECTION L AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but not limited: to adjustment of the distribution of unequal and/or unjust resources and

THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

opportunities among employees of City of Montebello, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION M TOTAL COMPENSATION AND CLASSIFICATION STUDY

The City will conduct a compensation study during the term of this MOU, with the understanding that it shall have no obligation to re-open the MOU and/or bargain any of the terms and conditions contained therein.

SECTION N SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **three (3) years. From 7/1/2025 to 6/30/2028.**

Alfredo Machuca Date
Montebello Mid-Management Association President

Raul Alvarez Date
City Manager



EXHIBIT A

The Montebello Mid-Management Association

REPRESENTED CLASSIFICATIONS

Finance Supervisor

Fleet Maintenance Supervisor

Fleet Services Supervisor

Management Analyst

Senior Management Analyst

Senior Procurement Analyst

Transit Assistant Manager

Transit Planner

Transit Supervisor

Warehouse Supervisor



EXHIBIT B

The Montebello Mid-Management Association

SALARY RANGES

7/1/2025 – 8/23/2025

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Finance Supervisor	32	\$	72,983	-	\$ 91,146
Fleet Maintenance Supervisor	33	\$	74,808	-	\$ 93,425
Fleet Services Supervisor	22	\$	57,014	-	\$ 71,203
Management Analyst	30	\$	69,467	-	\$ 86,754
Senior Management Analyst	36	\$	80,560	-	\$ 100,608
Senior Procurement Analyst	33	\$	74,808	-	\$ 93,425
Transit Assistant Manager	36	\$	80,560	-	\$ 100,608
Transit Planner	36	\$	80,560	-	\$ 100,608
Transit Supervisor	26	\$	62,933	-	\$ 78,595
Warehouse Supervisor	26	\$	62,933	-	\$ 78,595



EXHIBIT B

The Montebello Mid-Management Association

SALARY RANGES

8/24/2025 – 7/11/2026

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Finance Supervisor	34	\$	76,678	-	\$ 95,760
Fleet Maintenance Supervisor	35	\$	78,595	-	\$ 98,154
Fleet Services Supervisor	24	\$	59,901	-	\$ 74,808
Management Analyst	32	\$	72,983	-	\$ 91,146
Senior Management Analyst	38	\$	84,638	-	\$ 105,702
Senior Procurement Analyst	35	\$	78,595	-	\$ 98,154
Transit Assistant Manager	38	\$	84,638	-	\$ 105,702
Transit Planner	38	\$	84,638	-	\$ 105,702
Transit Supervisor	28	\$	66,119	-	\$ 82,574
Warehouse Supervisor	28	\$	66,119	-	\$ 82,574



EXHIBIT B

The Montebello Mid-Management Association

SALARY RANGES

7/12/2026 – 7/10/2027

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Finance Supervisor	36	\$	80,560	-	\$ 100,608
Fleet Maintenance Supervisor	37	\$	82,574	-	\$ 103,123
Fleet Services Supervisor	26	\$	62,933	-	\$ 78,595
Management Analyst	34	\$	76,678	-	\$ 95,760
Senior Management Analyst	40	\$	88,923	-	\$ 111,053
Senior Procurement Analyst	37	\$	82,574	-	\$ 103,123
Transit Assistant Manager	40	\$	88,923	-	\$ 111,053
Transit Planner	40	\$	88,923	-	\$ 111,053
Transit Supervisor	30	\$	69,467	-	\$ 86,754
Warehouse Supervisor	30	\$	69,467	-	\$ 86,754



EXHIBIT B

The Montebello Mid-Management Association

SALARY RANGES

7/12/2027 - 6/30/2028

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>ANNUAL SALARY RANGE</u>			
Finance Supervisor	37	\$	85,574	-	\$ 103,123
Fleet Maintenance Supervisor	38	\$	84,638	-	\$ 105,702
Fleet Services Supervisor	27	\$	64,507	-	\$ 80,560
Management Analyst	35	\$	78,595	-	\$ 98,154
Senior Management Analyst	41	\$	91,146	-	\$ 113,829
Senior Procurement Analyst	38	\$	84,638	-	\$ 105,702
Transit Assistant Manager	41	\$	91,146	-	\$ 113,829
Transit Planner	41	\$	91,146	-	\$ 113,829
Transit Supervisor	31	\$	71,203	-	\$ 88,923
Warehouse Supervisor	31	\$	71,203	-	\$ 88,923



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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A. Employees must submit in writing a request to test for Bilingual Pay.
- B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. **Testing:**
 - 1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
SMART-TD	\$70
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month



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Effective August 24, 2024:

The following bargaining units will receive the incentive pay listed below:

- **Montebello Management Professionals Association**
- **Montebello Supervisors' Association**
- **Montebello Mid-Management Association**

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$75.00 per month
 - Writing - \$75.00 per month
 - Reading - \$75.00 per month
- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/22/2024; 08/13/2025)



City of Montebello, California Policy & Procedures Manual

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employees may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift shall be approved in accordance with AB 1949.
 - 1. In this event, the affected employee may utilize available and accrued leave, including sick leave.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted leave without pay.
- D. Part-time employees shall be granted bereavement leave, following the same

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criteria established for full-time employees, in accordance with AB 1949.

Procedure

- A.** It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
 2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.
- B.** Upon the return of the affected employee, any additional documentation and signatures shall be obtained.
- C.** In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such a need.
1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
 2. Use of accrued and available leave, including sick leave, may be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

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Montebello City Employees' Association	30 hours
Montebello Management Professionals Association	30 hours
SMART-TD	24 hours
Non-Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023; 5/22/24)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the amount agreed to for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active



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LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW

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ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%



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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 25TH year.

E. The (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City sworn unit member service.

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Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFMA Longevity Chart	
Completed Years of Service	Longevity Percentage
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus an verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with three (3) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

- a. A two percent (2%) base salary increase at the completion of three (3) years aggregate active service as a full-time sworn fire personnel as defined above,



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which the unit member shall continue to receive through the completion of the unit member's fifth (5th) year.

- b. The two percent (2%) base salary shall be increased to a four percent (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's tenth (10th) year.
- c. The four percent (4%) base salary shall be increased to a seven percent (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's fifteenth (15th) year.
- d. The seven percent (7%) base salary shall be increased to a ten percent (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twentieth (20th) year.
- e. The ten percent (10%) base salary shall be increased to a thirteen percent (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue to receive through the completion of the unit member's twenty-fifth (25th) year.
- f. The thirteen percent (13%) base salary shall be increased to a fifteen percent (15%) base salary increase at the completion of twenty-five (25) years aggregate active service as a full-time sworn fire personnel as defined above, which the unit member shall continue through the unit member's remaining years of full-time City MFA unit service.

Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

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Longevity shall be paid on a biweekly basis and reported to CalPERS accordingly, under CalPERS guidelines.

MFA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Effective August 24, 2025, each MMMA unit member with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full- time service	1.5% base salary increase
After 11 years of full- time service	2.5% base salary increase
After 15 years of full- time service	3.5% base salary increase
After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

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C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Effective August 24, 2025, each MSA unit employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
After 11 years of full-time service	2.5% base salary increase
After 15 years of full-time service	3.5% base salary increase
After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

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D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in the MPOA as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA members who join the MPOA on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as full-time sworn police, police supervisory, or police management member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall not be reported to CalPERS as special pay in accordance with CalPERS regulations) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

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C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21st) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive thirteen percent (13%) of his/her Base Salary

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as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPOA member's remaining years of full-time City MPOA service, an MPOA member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary.

MPOA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO CITY EMPLOYEES ASSOCIATION (MCEA)

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service 1.5% base salary increase

After 15 years of full- time service 2.5% base salary increase

After 20 years of full- time service 3.5% base salary increase



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After 25 years of full-time service 5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

SMART-TD

Effective July 13, 2025, each SMART-TD full-time employee with SEVEN (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative. Longevity amounts shall be paid in twenty-six (26) equal payments on the employees' regularly scheduled pay dates and reported in compliance with CalPERS guidelines:

After completion of 7 years (84 months) of full-time service	\$1,500
After completion of 11 years (132 months) of full-time service	\$3,000
After completion of 15 years (180 months) of full-time service	\$4,700
After completion of 19 years (228 months) of full-time service	\$6,200



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MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9 years of full- time service	\$730.38 monthly amount
10-14 years of full- time service	\$1,278.17 monthly amount
15-19 years of full-time service	\$1,825.96 monthly amount
20+ years of full-time service	\$2,373.75 monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

A. Effective August 24, 2025, each full-time employee with seven (7) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 7 years of full-time service	1.5% base salary increase
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After 11 years of full-time service	2.5% base salary increase
After 15 years of full-time service	3.5% base salary increase
After 19 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of seven (7) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 11th year.

C. A two and a half (2.5%) percent base salary increase at eleven (11) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 15th year.

D. A three and a half (3.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. A five (5.0%) percent base salary increase at nineteen (19) years of aggregate full-time City service, and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023; 08/28/2024; 06/25/2025; 08/13/2025)



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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association and the Montebello Firefighters' Association whose members have an annual maximum of \$2,000, and members of the Montebello Executive Management Association whose members have an annual maximum of \$3,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

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C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21; 06/25/2025)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective January 1, 2025, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION
1 Party	Full coverage
2 Party	\$1,200.00
3 Party	\$1,650.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.



**City of Montebello, California
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MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21; 8/15/22; 8/28/24; 06/25/2025)

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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1 st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1 st full pay period after July 1, 2023
	\$1,000/month	1 st full pay period after July 1, 2024
	\$1,100/month	1 st full pay period after July 1, 2025
Master's Degree	\$950/month	1 st full pay period after July 1, 2023
	\$1,050/month	1 st full pay period after July 1, 2024
	\$1,150/month	1 st full pay period after July 1, 2025

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1 st full pay period after July 1, 2023
Management Certificate	\$450/month	1 st full pay period after July 1, 2023

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This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/month for Firefighter II Certificate
- C. \$850/month for Company Officer or BA/BS or 120 units
- D. \$1,000/ month for Chief Officer or MA/MS

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows for all current Montebello Police Officers' Association (MPOA) employees as of August 31, 2024. All current Montebello Police Trainees who are attending a police academy as of August 31, 2024 will be eligible for the following education incentive pay upon their promotion to the classification of Police Officer:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Basic POST	\$150/month (upon completion of probation)	1 st full pay period after July 1, 2024
A.A. or Intermediate POST	\$500/month	1 st full pay period after July 1, 2024
B.A./B.S. or Advanced POST	\$1,200/month	1 st full pay period after July 1, 2024
Master's Degree	\$1,400/month	1 st full pay period after July 1, 2024
Supervisory POST	\$300/month	1 st full pay period after July 1, 2024

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

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The City agrees to provide education incentive pay as follows for all Montebello Police Officers' Association (MPOA) employees hired or entering the bargaining unit as of September 1, 2024, or later:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
B.A./B.S.	\$200/month	1 st full pay period after September 1, 2024
Master's Degree	\$400/month	1 st full pay period after September 1, 2024
Intermediate POST	\$500/month	1 st full pay period after September 1, 2024
Advanced POST	\$1,000/month	1 st full pay period after September 1, 2024
Supervisory POST	\$300/month	1 st full pay period after September 1, 2024

The above educational incentive pay will be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. The total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the combination of the highest qualifying degree and certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees and certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

Effective the first full pay period after July 1, 2025, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$250/month for Firefighter I Certificate
- B. \$450/month for Firefighter II Certificate or AA/AS or 60 units
- C. \$950/month for Company Officer Certificate or BA/BS or 120 units

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

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MONTEBELLO CITY EMPLOYEES' ASSOCIATION **SMART-TD** **UNREPRESENTED FULL-TIME EMPLOYEES**

Full-time employees in the MCEA bargaining unit and Unrepresented full-time employees are eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION **MONTEBELLO SUPERVISORS' ASSOCIATION** **MONTEBELLO MID-MANAGEMENT ASSOCIATION**

Effective August 24, 2025, employees in the MMPA, MMMA and MSA units will be eligible to receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$400.00 per month
Master's or Doctoral Degree	\$800.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023; 05/22/2024; 08/28/2024; 06/18/2025; 08/13/2025)



ITEM # 16

**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: **ADOPT RESOLUTION NO. 25-68 SPECIFYING CERTAIN EMPLOYEE BENEFITS AND EMPLOYMENT CONDITIONS FOR UNREPRESENTED NON-MANAGEMENT EMPLOYEES AND UNREPRESENTED MANAGEMENT EMPLOYEES AND RESOLUTION NO. 25-69 APPROVING THE CITY OF MONTEBELLO COMPENSATION PLAN AND TABLE OF ORGANIZATION**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-68 specifying certain employee benefits and employment conditions for unrepresented non-management employees and unrepresented management employees; and
2. Adopt Resolution No. 25-69 approving the City of Montebello Compensation Plan and Table of Organization; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City has a set of employees that are “unrepresented.” In other words, they are not members of the recognized employee associations at the City of Montebello. The City has historically adjusted their pay and benefits to mirror what members of the Montebello City Employees Association (MCEA) and Montebello Supervisors' Association (MSA) receive as part of their Memorandum of Understanding (MOU). The “unrepresented” employees are covered by a resolution (Attachment A).

This resolution will cover the period of July 1, 2025 through June 30, 2028. The resolution provides for salary increases, increases to and expansion of education incentive pay,

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increases to bilingual pay, and changes to longevity by reducing the number of years necessary to begin receiving longevity. These are the same adjustments to wages and special pay incentives contained in the MCEA and MSA MOUs that are being considered at this City Council meeting.

The salary increases over the three-year term are five percent (5.0%) effective the first full pay period after the resolution is approved by the City Council, five percent (5.0%) in July 2026 and two and a half percent (2.5%) in July 2028. The three-year estimated cost of the total 12.5% pay increase is \$169,500. The table below shows the annual estimated additional salary expenses:

+5%	+5%	+2.5%	
FY 25-26	FY 26-27	FY 27-28	TOTAL
65,153	68,411	35,916	169,479

The estimated salary increase expenses also include PERS related costs. Since the employer share of PERS is calculated as a percentage of base pay, any increase to wages leads to an increase in pension expenses.

Staff in this unrepresented group are eligible for Education Incentive pay depending on the degree achieved -- Bachelors Degree or Masters Degree – with the addition of incentive pay for an Associate of Arts Degree. The monthly incentive amount for each of these degrees is increasing, from \$200/month for a Bachelors Degree to \$400/month and from \$400/month for a Masters Degree to \$600/month, with the new Associate's Degree pay established at \$200/month. The increase will cost approximately \$26,400 additionally each year, or \$79,200 over three years.

The increase to bilingual pay will cost an additional \$17,000 annually, or \$53,000 over the three-year term.

There is also the expansion of longevity pay, lowering the eligibility tiers so that the first tier begins after seven (7) years of service (versus ten [10] years). No current member would be eligible for the longevity incentive pay in the next three years, since the majority of employees in this group have been employed by the City for less than three years.

The total three-year estimated cost for this group is \$302,300 – base salary increases, additional PERS costs, improved special pays (e.g., bilingual and certificate) and increases to and expansion of the education incentive.

BACKGROUND/DISCUSSION:

The City has reached tentative agreements with bargaining representatives from the Montebello City Employees' Association (MCEA) and the Montebello Supervisors' Association (MSA). Upon City Council approval, the Memoranda of Understanding (MOU) for both units will be effective July 1, 2025 through June 30, 2028. Unrepresented non-management and management employees are aligned with the salaries, benefits, and terms and conditions of employment of the MCEA and MSA units, respectively.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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Resolution No. 25-68 would establish the same salary increases and list the updated salary ranges for the unrepresented classifications that MCEA and MSA will be receiving. The Resolution provides for base salary increases of five percent (5%) effective the first full pay period after the City Council's approval of the MOU, five percent (5%) effective July 2026, and two and one-half percent (2.5%) effective July 2027.

The City Council's approval of Resolution No. 25-69 would update the City's compensation plan and table of organization to reflect the updated salary ranges for job classifications in the following units: Montebello Management Professionals Association (MMPA), Montebello Mid-Management Association (MMMA), Montebello Supervisors' Association (MSA), Montebello City Employees' Association (MCEA), Unrepresented Non-Management, Unrepresented Management, and Unrepresented Part-Time Employees. The salary rates for Unrepresented Part-Time Employees would be increased by five percent (5%) effective the first full pay period after the City Council's approval of the Resolution.

As a full-service organization, the City depends on the experience, knowledge, and skills of all its employees to implement the various projects and programs offered to the community. Moreover, the proposed Resolutions would allow the City to remain competitive in the marketplace.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 25-68 specifying certain employee benefits and employment conditions for unrepresented non-management and unrepresented management employees; adopt Resolution No. 25-69 updating the compensation plan and table of organization; and direct staff to take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-68 - Unrepresented Non-Management and Management
2. Attachment B - Resolution No. 25-69 - Compensation Plan 08-13-2025

RESOLUTION NO. 25-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO SPECIFYING CERTAIN EMPLOYEE BENEFITS AND EMPLOYMENT CONDITIONS FOR UNREPRESENTED NON-MANAGEMENT EMPLOYEES AND UNREPRESENTED MANAGEMENT EMPLOYEES

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City aim to memorialize a Resolution to align unrepresented non-management and unrepresented management employees' benefits and employment terms and conditions with the Montebello City Employees' Association (MCEA) agreed upon Memorandum of Understanding (MOU) and with the Montebello Supervisors' Association (MSA), respectively.

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

SECTION 1: The MOU between the City of Montebello and the MCEA dated July 1, 2025 through June 30, 2028, and the MOU between the City of Montebello and the MSA dated July 1, 2025 through June 30, 2028, are pending approval.

SECTION 2: To approve a Resolution to memorialize and align the benefits and conditions of employment for unrepresented non-management employees with the MCEA employee group and the benefits and terms and conditions of employment for unrepresented management employees with the MSA employee group.

SECTION 5: That Section 3 of Resolution No. 22-28, which established a compensation plan for classification titles in the City's service, is hereby amended to implement the salary range for the following:

COMPENSATION

SALARY RANGE INCREASES

The City shall increase the base salary for the unrepresented classifications listed below, as follows:

- a). Effective the first full pay period after City Council adoption of this MOU, base pay for each classification will be increased by five percent (5%).
- b). Effective the first full pay period after July 1, 2026, base pay for each classification will be increased by five percent (5%).

RESOLUTION NO. 25-68

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- c). Effective the first full pay period after July 1, 2027, base pay for each classification will be increased by two and one-half percent (2.5%).

Effective first full pay period after adoption of this Resolution:

Position Title	New Range Number	New Annual Salary Range
Field Response Case Coordinator	13	\$45,653 - \$57,014
Senior Administrative Assistant	16	\$49,163 – \$61,398
Payroll Specialist	23	\$58,440 - \$72,983
Records Coordinator	24	\$59,901 - \$74,808
Payroll Coordinator	26	\$62,933 - \$78,595
Deputy City Clerk	26	\$62,933 - \$78,595
Human Resources Technician	29	\$67,772 - \$84,638
Social Work Supervisor	42	\$93,425 - \$116,675

Effective the first full pay period of July 2026:

Position Title	New Range Number	New Annual Salary Range
Field Response Case Coordinator	15	\$47,964 - \$59,901
Senior Administrative Assistant	18	\$51,652 - \$64,507
Payroll Specialist	25	\$61,398 - \$76,678
Records Coordinator	26	\$62,933 - \$78,595
Payroll Coordinator	28	\$66,119 - \$82,574
Deputy City Clerk	28	\$66,119 - \$82,574
Human Resources Technician	31	\$71,203 - \$88,923
Social Work Supervisor	44	\$98,154 - \$122,581

RESOLUTION NO. 25-68

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Effective the first full pay period of July 2027:

Position Title	New Range Number	New Annual Salary Range
Field Response Case Coordinator	16	\$49,163 - \$61,398
Senior Administrative Assistant	19	\$52,944 - \$66,119
Payroll Specialist	26	\$62,933 - \$78,595
Records Coordinator	27	\$64,507 - \$80,560
Payroll Coordinator	29	\$67,772 - \$84,638
Deputy City Clerk	29	\$67,772 - \$84,638
Human Resources Technician	32	\$72,983 - \$91,146
Social Work Supervisor	45	\$100,608 - \$125,646

SECTION 5: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor**ATTEST:****APPROVED AS TO FORM:**

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-68

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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. 25-68 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

RESOLUTION NO. 25-69

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

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

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

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

CLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Fire Battalion Chief	60	\$145,711	\$181,973
Fire Captain	48	\$108,344	\$135,307
Police Captain	67	\$173,204	\$216,308
Police Lieutenant	61	\$149,354	\$186,522
Police Sergeant	55	\$128,787	\$160,837
Senior Fire Inspector	40	\$88,638	\$111,053

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	9	\$41,359	\$51,652
Administrative Assistant	7	\$39,366	\$49,163
Assistant Engineer	35	\$78,595	\$98,154
Assistant Planner	32	\$72,983	\$91,146
Body Shop Mechanic	25	\$61,398	\$76,678
Building Inspector	29	\$67,772	\$84,638
Building Maintenance Tradeworker I	15	\$47,964	\$59,901
Building Maintenance Tradeworker II	18	\$51,652	\$64,507
Bus Operator	22	\$57,014	\$71,203
Business License Technician	14	\$46,794	\$58,440
Combination Building Inspector	39	\$86,754	\$108,344
Community Outreach Specialist	23	\$58,400	\$72,983
Community Risk Reduction Coordinator	34	\$76,678	\$95,760
Community Services Coordinator	15	\$47,964	\$59,901

Court Liaison	14	\$46,794	\$58,440
Custodian	9	\$41,359	\$51,652
Electrician	29	\$67,772	\$84,638
Engineering Technician	24	\$59,901	\$74,808
Finance Technician	18	\$51,652	\$64,507
Fire Engineer	44	\$98,154	\$122,581
Fire Inspector	23	\$58,440	\$72,983
Firefighter	37	\$82,574	\$103,123
Firefighter/ Paramedic	37	\$82,574	\$103,123
Fleet Service Worker	14	\$46,794	\$58,440
Heavy Equipment Mechanic	30	\$69,467	\$86,754
Human Resources Technician	29	\$67,772	\$84,638
Lead Finance Technician	26	\$62,933	\$78,595
Maintenance Worker	12	\$44,540	\$55,624
Parking Control Officer	14	\$46,794	\$58,440
Payroll Coordinator	26	\$62,933	\$78,595
Payroll Specialist	25	\$61,398	\$76,678
Permit Technician	20	\$54,267	\$67,772
Plumber	29	\$67,772	\$84,638
Police Community Service Officer	18	\$51,652	\$64,507
Police Corporal	48	\$108,344	\$135,307
Police Dispatcher I	24	\$59,901	\$74,808
Police Dispatcher II	29	\$67,772	\$84,638
Police Officer	45	\$100,608	\$125,646
Police Records Technician	12	\$44,540	\$55,624
Property & Evidence Technician I	22	\$57,014	\$71,203
Property & Evidence Technician II	25	\$61,398	\$76,678
Public Information Coordinator	26	\$62,933	\$78,595
Public Safety Radio Technician	33	\$74,808	\$93,425
Public Works Inspector	30	\$66,467	\$86,754
Records Coordinator	24	\$59,901	\$74,808
Senior Building Inspector	36	\$76,678	\$95,760
Senior Finance Technician	24	\$59,901	\$74,808
Senior Permit Technician	23	\$58,440	\$72,983
Storekeeper	20	\$54,267	\$67,772

UNCLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accounting Manager	50	\$113,829	\$142,157
Accounting Supervisor	32	\$72,983	\$91,146
Assistant City Manager	77	\$217,369	\$274,464
Administrative Manager	46	\$103,123	\$128,787
Assistant Director of Finance	58	\$138,690	\$173,204
Assistant Director of Fire	58	\$138,690	\$173,204
Assistant Director of Human Resources	58	\$138,690	\$173,204

Assistant Director of Planning and Community Development	57	\$135,307	\$168,980
Assistant Director of Public Affairs	57	\$135,307	\$168,980
Assistant Director of Public Works	56	\$132,007	\$164,858
Assistant Director of Recreation & Community Services	53	\$122,581	\$153,087
Assistant Director of Transportation	56	\$132,007	\$164,858
Assistant Fire Chief	65	\$164,858	\$205,885
Assistant Police Chief	69	\$178,405	\$222,803
Associate Engineer	42	\$93,425	\$116,675
Building Maintenance Supervisor	32	\$72,983	\$91,146
Building Official	51	\$116,675	\$145,711
City Manager	^	\$275,000	\$275,000
Code Enforcement Manager	40	\$88,923	\$111,053
Construction Manager	50	\$113,829	\$142,157
Crime Prevention Supervisor	36	\$80,560	\$100,608
Deputy Director of Public Works	54	\$125,646	\$156,915
Deputy Director of Transportation	54	\$125,646	\$156,915
Deputy Director of Economic Development	54	\$125,646	\$156,915
Deputy Fire Chief	61	\$149,354	\$186,522
Director of Finance	71	\$187,463	\$234,082
Director of City Clerk Services	66	\$168,980	\$211,033
Director of Human Resources	71	\$187,463	\$234,082
Director of Planning & Community Development	68	\$174,053	\$217,369
Director of Public Affairs/Information Technology	68	\$174,053	\$217,369
Director of Public Works/City Engineer	72	\$192,222	\$239,934
Director of Recreation & Community Services	67	\$169,808	\$212,067
Director of Transportation	69	\$178,405	\$222,803
Dispatch Supervisor	34	\$76,678	\$95,760
Economic Development Manager	52	\$119,592	\$149,354
Executive Assistant to the City Manager	32	\$72,983	\$91,146
Facility Maintenance Manager	50	\$113,829	\$142,157
Finance Supervisor	34	\$76,678	\$95,760
Finance Manager	50	\$113,829	\$142,157
Fire Chief	74	\$201,848	\$252,081
Fire Marshal	53	\$122,581	\$153,087
Fleet Maintenance Manager	46	\$103,123	\$128,787
Fleet Maintenance Supervisor	35	\$78,595	\$98,154
Fleet Services Manager	44	\$98,154	\$122,581
Fleet Services Supervisor	24	\$59,901	\$74,808
Golf Course Facilities Manager	37	\$82,574	\$103,123
Grants & Project Administrator	38	\$84,638	\$105,702
Housing Manager	50	\$113,829	\$142,157
Human Resources Analyst	36	\$80,560	\$100,608
Human Resources Manager	50	\$113,829	\$142,157
Information Systems Manager	51	\$116,675	\$145,711

Information Systems Supervisor	40	\$91,146	\$113,829
Management Analyst	32	\$72,983	\$91,146
Park Maintenance Supervisor	32	\$72,983	\$91,146
Planner	37	\$82,574	\$103,123
Planning Manager	51	\$116,675	\$145,711
Police Chief	75	\$206,895	\$258,383
Police Records Supervisor	33	\$74,808	\$93,425
Principal Engineer	54	\$125,646	\$156,915
Principal Risk Officer	61	\$149,354	\$186,522
Public Affairs Manager	37	\$82,574	\$103,123
Public Information Officer	34	\$76,678	\$95,760
Public Safety Radio Supervisor	40	\$91,146	\$113,829
Public Works Inspector	30	\$66,467	\$86,754
Public Works Manager	39	\$86,754	\$108,344
Public Works Superintendent	45	\$100,608	\$125,646
Recreation Manager	37	\$82,574	\$103,123
Recreation Supervisor	31	\$71,203	\$88,923
Revenue Supervisor	32	\$72,983	\$91,146
Risk Management Analyst	32	\$72,983	\$91,146
Risk Manager	52	\$119,592	\$149,354
Senior Deputy City Clerk	41	\$91,146	\$113,829
Senior Economic Development Coordinator	36	\$80,560	\$100,608
Senior Human Resources Analyst	43	\$95,760	\$119,592
Senior Management Analyst	38	\$84,638	\$105,702
Senior Planner	43	\$95,760	\$119,592
Senior Procurement Analyst	35	\$78,595	\$98,154
Social Work Supervisor	42	\$93,425	\$116,675
Street Maintenance Supervisor	34	\$76,678	\$95,760
Superintendent/Facility Manager	40	\$88,923	\$111,053
Transit Administration Manager	47	\$105,702	\$132,007
Transit Assistant Manager	38	\$84,638	\$105,702
Transit Operations Manager	49	\$111,053	\$138,690
Transit Planner	38	\$84,638	\$105,702
Transit Supervisor	28	\$66,119	\$82,574
Warehouse Supervisor	28	\$66,119	\$82,574

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

UNCLASSIFIED NON-MANAGEMENT	RANGES	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accountant	28	\$66,119	\$82,574
Code Enforcement Coordinator	12	\$44,540	\$55,624
Code Enforcement Officer	29	\$67,772	\$84,638
Crime Analyst	34	\$76,678	\$95,760
Deputy City Clerk	26	\$62,933	\$78,595

Economic Development Coordinator	28	\$66,119	\$84,638
Field Response Case Coordinator	13	\$45,653	\$57,014
Firefighter/Paramedic Trainee	23	\$58,440	\$72,983
Information Systems Analyst	38	\$84,638	\$105,702
Information Systems Technician	20	\$54,267	\$67,772
Police Trainee	43	\$95,760	\$119,592
Senior Accountant	37	\$82,574	\$103,123
Senior Administrative Assistant	16	\$49,163	\$61,398

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		17.33	25.67
Administrative Secretary		19.48	24.58
Building Maintenance Tradeworker		16.80	21.33
Bus Operator		19.88	21.71
Clerical Assistant		17.33	19.25
Code Enforcement Technician		17.33	17.68
Community Services Aide - SYEP		16.50	16.50
Equipment Service Worker		17.33	20.07
Field Maintenance Worker		17.33	17.57
Finance Technician		24.82	31.00
Fire Engineer		28.80	36.77
Fire Inspector		23.69	30.24
Heavy Duty Fire Equipment Mechanic		47.68	51.56
Human Resources Manager		44.33	53.89
Information Systems Specialist		17.33	19.25
Intern		17.33	19.25
Lifeguard		19.60	25.10
Maintenance Worker		17.33	21.33
Mechanic's Assistant		17.33	18.36
Park Ranger		17.33	20.27
Parking Control Officer		19.66	22.34
Police Cadet		17.33	20.30
Police Community Services Officer		24.82	31.00
Police Dispatcher		27.67	32.81
Police Officer		48.34	60.38
Police Records Technician		21.40	26.72
Police Trainee		19.94	25.26
Police Youth Program Coordinator		18.43	23.57
Pool Manager		22.18	27.69
Property & Evidence Technician		17.49	25.67
Public Works Manager		36.46	44.34
Recreation Leader I		17.33	18.21
Recreation Leader II		18.66	19.60
Recreation Leader III		20.10	21.11

Recreation Leader IV		22.18	24.48
Risk Management Assistant		17.33	22.52
Secretary		17.33	18.80
Senior Lifeguard		22.18	24.48
Senior Project Manager		67.06	81.54
Sports Official		17.33	25.67
Swim Instructor		20.59	25.71
Transportation Revenue Coordinator		17.33	21.23
Transportation Specialist		17.33	25.67

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

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST, 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. 25-68 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August, 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 # 17

**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: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4332 WITH JACOB GREEN & ASSOCIATES FOR COMPREHENSIVE STRATEGIC PLAN CONSULTING SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS NO. 25-09

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4332 with Jacob Green & Associates in an amount not-to-exceed \$75,000 for the development of the Montebello Fire Department's Strategic Plan; and
2. Authorize the City Manager to execute the agreement; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$75,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Administration, Other Professional Services); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The agreement with Jacob Green and Associates for the provision of strategic plan services for the Fire Department has a one (1) year term and a not-to-exceed amount of \$75,000. Awarding Professional Services Agreement No. 4332 with Jacob Green & Associates (JGA) requires a budget amendment, increasing appropriations by \$75,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Administration, Other Professional Services).

BACKGROUND/DISCUSSION:

The Montebello Fire Department (MFD) recognizes the need for a comprehensive Strategic Plan to guide long-term decision-making, enhance operational efficiency, and support department growth. The Strategic Plan will serve as a foundational roadmap for assessing current service delivery, identifying future resource needs, incorporating community risk data, and aligning with industry best practices. The plan is intended to support future initiatives including potential infrastructure projects such as fire station expansions and the development of a dedicated training center.

On February 13, 2025, the City issued Request for Proposals (RFP) No. 25-09 seeking qualified firms to provide consulting services to develop a comprehensive Strategic Plan for the Fire Department. The scope of services includes:

- Conducting an organizational assessment;
- Integrating the existing Community Risk Assessment (CRA);
- Engaging key stakeholders, including City staff and community members;
- Benchmarking against national standards and best practices;
- Defining a clear mission, vision, values, goals, and objectives for the Department; and
- Preparing a final report and presentation to the City Council.

The City received multiple responses to the RFP through its PlanetBids portal. Proposals were evaluated using the criteria identified in the RFP, including qualifications and experience (65%), reputation and references (15%), and cost (20%).

After a thorough review process, Jacob Green & Associates (JGA) was selected as the highest scoring firm based on qualifications, project understanding and value. Jacob Green & Associates has a successful track record conducting public safety strategic planning and has previously partnered with the Montebello Fire Department to develop the Community Risk Assessment (CRA) and the Local Hazard Mitigation Plan (LHMP). JGA's existing familiarity with the Department, organizational culture, and strategic landscape make them uniquely suited for this project.

Jacob Green & Associates' proposed scope of work includes a 24-week, four-phase process:

1. Organizational Assessment & Stakeholder Engagement
2. Strategic Planning Workshop & Future State Visioning
3. Strategic Plan Development & Work Planning
4. Final Plan Review, Presentation & Council Adoption

Their proposal includes a fixed, all-inclusive fee of \$75,000, with no additional charges for travel or materials. Jacob Green & Associate's team comprises experts in fire service

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

Page 3 of 3

operations, strategic facilitation, and public safety management, including former fire chiefs and seasoned project managers.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is seeking approval of Agreement No. 4332 with Jacob Green & Associates in the amount of \$75,000 to develop a Comprehensive Strategic Plan for the Montebello Fire Department. This plan will serve as a long-term roadmap to evaluate current operations, identify future needs, and align departmental goals with community expectations and risk data. JGA was selected through a competitive process (RFP No. 25-09) based on qualifications, experience, and proposed methodology. The recommended actions include amending the Fiscal Year 2025-26 budget by increasing appropriations by \$75,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Administration, Other Professional Services).

ATTACHMENT(S)

1. Attachment A - Draft PSA 4332
2. Attachment B - JGA Proposal for Montebello FD Strategic Planning
3. Attachment C - RFP 25-09 MFD Comprehensive Strategic Plan Consulting Services

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4332
WITH JACOB GREEN & ASSOCIATES FOR
COMPREHENSIVE STRATEGIC PLAN CONSULTING
SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on August 20, 2025 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and JACOB GREEN & ASSOCIATES (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant for the development of the Fire Department's Strategic Plan in the CITY; and

WHEREAS, the CITY issued Request for Proposals (RFP) No. 25-09 seeking qualified firms to provide consulting services to develop a comprehensive Strategic Plan for the Fire Department;

WHEREAS, after a thorough review process, CONSULTANT was selected as the highest scoring firm based on its qualifications; 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

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 dated March 26, 2025 (Exhibit "A")
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 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").

c. The CONSULTANT shall be compensated for performance of the Professional Services in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) as set forth in the Cost Proposal 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 no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence on August 20, 2025 ("Effective Date") and shall expire on **August 19, 2026, or upon project completion**, unless terminated earlier as hereinafter provided. This Agreement may be extended for six additional months depending on the project timeline.

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: Risk Manager
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 Risk Manager such certificate(s).

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

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

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

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

CONSULTANT hereby waives all rights of subrogation against the CITY.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of

reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

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")

JACOB GREEN & ASSOCIATES

Raul Alvarez, City Manager

Jacob Green, President & CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Proposal

EXHIBIT “A”
Proposal Dated March 26, 2025

PROPOSAL FOR MONTEBELLO FIRE DEPARTMENT COMPREHENSIVE STRATEGIC PLAN CONSULTING SERVICES RFP No. 25 – 09



MARCH 26,
2025



Jacob Green and Associates
13217 Jamboree Road, #248
Tustin, CA 92782
Jacob@JacobGreenAndAssociates.com
888.4.JGA.1ST
JacobGreenAndAssociates.com



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COST PROPOSAL

March 26, 2025

Andrew Kim, Senior Management Analyst
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Mr. Kim,

Jacob Green & Associates (JGA) is pleased to submit this proposal in response to RFP No. 25-09 for the development of a Comprehensive Strategic Plan for the Montebello Fire Department (MFD). Our team is deeply committed to supporting the MFD in its goal of enhancing fire service operations, planning for future growth, and aligning its Departmental strategies with evolving community needs.

JGA has a proven track record of successfully assisting public sector organizations in achieving their strategic objectives. We bring a collaborative and client-centric approach to our work, ensuring that our solutions are tailored to your unique needs and challenges. Our team specializes in strategic planning and has over 600 combined years of experience serving as leaders in local government and overseeing the vision for organizational success.

The team assigned to this project is comprised of experienced municipal and public safety leaders who understand how important community partnership and employee buy-in are in the visioning process. We bring extensive and proven expertise in fire service consulting, organizational strategy, and public safety planning. Our team of professionals has worked with dozens of departments across California and beyond, guiding agencies through strategic planning, community risk assessments, and organizational assessments. We offer a highly collaborative, data-informed, and stakeholder-driven approach to strategic planning, ensuring alignment between operational priorities and community expectations.

JGA has an established and trusted working relationship with the City of Montebello and the MFD. We were honored to support the City in the development of its Community Risk Assessment (CRA), conduct teambuilding initiatives, and are currently assisting the City with the preparation of a Local Hazard Mitigation Plan (LHMP). These prior and current engagements have provided us with valuable insight into the Department's culture, challenges, and strategic landscape, positioning us to deliver a Strategic Plan that is not only visionary but also grounded in practical implementation.

We are fully available to dedicate the time, personnel, and resources required for the successful completion of this project. All key team members proposed in this submission are committed to the full duration of the engagement. A preliminary schedule has been included in this proposal, designed to meet the City's needs while ensuring thoroughness at every stage of the process.

We appreciate the opportunity to continue serving the City of Montebello and look forward to the possibility of partnering, once again, with the Montebello Fire Department.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jacob Green".

Jacob Green
President & CEO



PROJECT UNDERSTANDING AND APPROACH

SECTION A



PROJECT UNDERSTANDING AND APPROACH

UNDERSTANDING

The City of Montebello seeks a forward-thinking and operationally grounded Strategic Plan to guide the Montebello Fire Department (MFD) over the coming years. This plan must be aligned with the Department's current capabilities, reflect the evolving needs of the community, and address long-term operational goals such as staffing, infrastructure development, and service optimization. JGA understands that the MFD plays a critical role in protecting approximately 63,000 residents in a complex and diverse urban environment. With this context in mind, the City requires a Strategic Plan that is community-responsive, data-informed, and aligned with national standards, while also addressing local dynamics such as community risk profiles, response times, and growth potential.

The Strategic Planning Process outlined in the City's RFP highlights the importance of:

- A comprehensive organizational assessment
- Integration of the existing Community Risk Assessment (CRA)
- Engagement with department personnel, leadership, and key stakeholders
- Benchmarking against best practices
- Development of a clear, actionable plan with defined goals and recommendations
- Final presentation of the plan to City leadership and the Council

JGA is uniquely qualified to support this effort, having already worked with the City of Montebello and the MFD on previous engagements, including the development of the CRA, teambuilding efforts, and the Local Hazard Mitigation Plan (LHMP). These past collaborations position us to deliver a plan that is both visionary and grounded in deep understanding.

APPROACH

JGA's approach is structured, inclusive, and aligned with both the City's goals and the specific deliverables outlined in the RFP. Our process includes four key phases adapted from our standard methodology and aligned with the City's expectations:

Step 1: Organizational Assessment & Stakeholder Engagement

JGA will assess MFD's operations, integrate the existing CRA, and engage stakeholders through surveys, interviews, and focus groups to establish a data-driven foundation for the Strategic Plan.

Step 2: Future State Visioning & Strategic Planning Workshop

JGA will facilitate a collaborative workshop to define MFD's Mission, Vision, Values, and Strategic Priorities, fostering alignment and shared ownership among Department Leadership and Staff.

Step 3: Strategic Plan Development & Work Planning

JGA will translate findings into a comprehensive Strategic Plan with actionable goals, timelines, and a digital dashboard to support implementation and accountability.

Step 4: Final Review, Presentation, & Approval

The final plan will be refined, approved, and formally presented to MFD Leadership and City Council, accompanied by tools to support long-term execution and tracking.



RELEVANT EXPERIENCE

SECTION B



RELEVANT EXPERIENCE

JGA's extensive experience in Strategic Planning and organizational assessments directly aligns with the scope of work outlined in this proposal request. We have worked with municipalities, fire departments, law enforcement agencies, and community organizations to facilitate Strategic Plan development, and conduct comprehensive assessments.

RELEVANT PROJECTS -

City of San Luis Obispo Police Department – Strategic Planning Project

JGA was selected by the San Luis Obispo Police Department to lead a comprehensive Strategic Planning initiative aimed at strengthening internal alignment, operational effectiveness, and community trust. Our team provided foundational Strategic Planning education for leadership and staff, conducted broad-based engagement with both the Department and the community, and facilitated a dynamic in-person Strategic Planning Retreat. Through structured workshops, collaborative dialogue, and data-informed planning, we helped SLO PD establish a clear vision, mission, and a set of strategic priorities reflective of both organizational values and community expectations.

City of Los Alamitos – Economic Development Strategic Planning Project

The JGA team partnered with the City of Los Alamitos Development Services Department on a nearly yearlong initiative to create an Economic Development Strategic Plan (EDSP) that reflects the community's values and vision. Working in close collaboration with City staff, JGA led a robust engagement process involving residents, local businesses, community partners, and key stakeholders. The result was a Strategic Plan that, in the words of the City Council's message to the community, serves as a "blueprint which provides a flexible yet actionable framework for economic growth while preserving what makes Los Alamitos special." At the plan's adoption, the City Council expressed appreciation for the quality of the plan and publicly thanked the JGA team for its professionalism, dedication, and the meaningful outcomes delivered.

City of Santa Rosa – Strategic Planning, Implementation, and Leadership Development

JGA partnered with the City of Santa Rosa to deliver a suite of Strategic Planning and organizational development services. Our engagement included the delivery of Strategic Planning fundamentals, facilitation of goal-setting workshops, and support for work plan implementation. In addition, we provided leadership development training designed to enhance the City's internal capacity to manage change and execute priorities. The result was a structured, outcome-driven plan aligned with Citywide goals and leadership competencies.

City of San Rafael – Strategic Planning, Implementation, and Leadership Development

JGA worked with the City of San Rafael to advance its strategic and organizational effectiveness goals through a tailored engagement that included Strategic Planning fundamentals, work plan development, goal setting, and leadership capacity building. Our process was designed to foster collaboration across departments while equipping leaders with the tools needed to implement and track progress on City priorities. The partnership supported a cultural shift toward greater alignment, transparency, and measurable results.

Below is a partial list of JGA clients and projects relevant to this scope of work (completed or ongoing) -

- Central County Fire Department - Strategic Planning Services
- City of El Centro Fire Department - Strategic Planning Services
- City of San Luis Obispo Police Department - Strategic Planning Services
- City of San Rafael - Strategic Planning Services, Goal Setting, & Work Planning
- City of Santa Rosa - Strategic Planning Services, Goal Setting, & Work Planning
- City of Tustin - Strategic Planning Services & Organizational Development Services
- Imperial County District Attorney - Strategic Planning Services
- Southern Marin Fire District - Strategic Planning Services, Goal Setting, & Work Planning
- City of Colton - Organizational Assessment
- City of Fontana - Organizational Assessment (Community Services Department, City Clerk's Office)
- City of Fountain Valley Public Works - Organizational Assessment
- City of Garden Grove Finance Department - Organizational Assessment
- City of Oxnard Fire Department - Fire Station Assessment
- Ontario International Airport (ONT) - Organizational Assessment
- City of Pomona Water Department - Organizational Assessments
- City of Montebello - Community Risk Assessment
- City of Stockton - COVID-19 and Winter Storms After Action Report
- LA Community College District - After Action Report



JACOB GREEN, MPA

President & CEO

Jacob is a nationally recognized local government expert in organization and leadership development. As an Assistant City Manager for the City of San Juan Capistrano and the City of Ontario, he has managed hundreds of employees and managed numerous government departments. As a trainer, keynote speaker, facilitator and coach, Jacob has worked with municipal clients, as well as commercial clients such as Mattel, FedEx, Hyundai Capital, ADP and many others. In 2019, Jacob distilled his personal and professional experiences into an Amazon Best-Selling book: *See Change Clearly: Leveraging Adversity to Sharpen Your Vision and Build Resilient Teams*. Jacob has received numerous awards for his leadership, including the National Caring Award, the Orange County Human Relations Award, Most Inspiring Student at UC Irvine, and is the youngest recipient of the Gene Lentzner Humanitarian Award. Jacob has his Bachelor of Arts in Social Sciences with a Minor in Management from the University of California, Irvine, his Master of Public Administration (MPA) degree from California State University, Long Beach, and was recently awarded an honorary doctorate degree from Western University School of Health Sciences.



RANDY BLACK

Project Manager

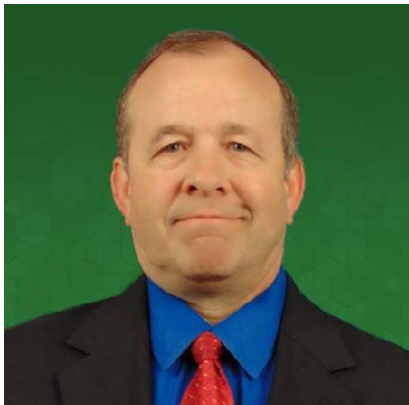
Randy retired with over 39 years in the fire service; he began his career as a Reserve Firefighter with the Santa Ana Fire Department in 1985. He rose through the ranks becoming a Chief Officer in 2003. The last position he held before retirement was Assistant Chief overseeing EMS, Operations Training, and Promotions. Prior assignments included serving as Division Chief overseeing the city of Santa Ana and the EMS Division, Emergency Planning and Coordination, Emergency Communication Center Manager, Public Information Officer, and Emergency Management Coordinator. He served as president of California Fire Chiefs Association EMS Southern Section and Director of the FIRESCOPE EMS section. He has his bachelor's degree in Public Fire Protection Administration.



MIKE PELLETIER

Senior Advisor

Mike Pelletier has over 27 years of experience working in the public sector, serving as a Fire Deputy Chief his last six years. Mike served as the lead contract administrator, grant writer, lead Public Information Officer, and lead project manager on numerous high-profile projects. As a grant writer, Mike has successfully written and been awarded numerous public safety grants including Assistance to Firefighter's Grants, UASI and Homeland Security grant proposals, and a \$1.35 million American Recovery and Reinvestment Act (ARRA) Fire Station Construction grant. Mike has also overseen numerous projects that include the replacement of all frontline fire apparatus, complete renovation of five fire stations, the establishment of a temporary fire station, construction of a new fire facility, and the final design and construction of a \$10 million dollar fire training facility. Mike holds an Associate's Degree in Business Administration and a Bachelor's Degree in Fire Administration.



TONY E. COLETTA JR., MPA, CEM, MPM

Senior Advisor

Tony's focus is on assisting clients solve local challenges through innovative, cooperative, and sustainable public safety solutions. As a proven leader, he excels in problem-solving, alliance building, and organizational communication, and delivering results-driven solutions for today's municipal challenges. Tony has built highly effective emergency management teams, led multi-million-dollar regional homeland security programs, coordinated statewide public safety initiatives, authored best practice emergency plans, and leveraged federal agencies and funding to solve local homeland security and emergency management challenges. Tony Coletta brings 35 years of public safety experience, with 25 years dedicated to emergency management and homeland security administration. His expertise spans emergency planning, training and exercises, hazard and risk mitigation, organizational assessments, and Strategic Planning. Tony's extensive background includes state, federal, and international disaster deployments. He has made notable achievements in instructing and course design, emergency operations center design, recruitment, succession planning, and grant and performance management. Tony is an internationally Certified Emergency Manager and holds degrees in Emergency Medical Services Administration, Police Service Administration, Fire Service Administration, and Public Administration.



KATHRYN HAMEL, PH. D.

Senior Advisor

Kathryn Hamel, Ph. D., is a seasoned executive with over 28 years of experience in the public, non-profit, and private sectors. She previously worked as a Vice-President and Chief Executive Officer for two non-profit mental health organizations. Before transitioning into nonprofit leadership, she served as the Senior Vice-President of Human Resources and Organizational Development for a private, accredited international university. She also served her community for nearly 25 years as a law-enforcement professional for two mid-sized municipal police departments and retired as a police lieutenant in 2019. In addition to her professional accomplishments, Dr. Hamel is chairperson of the International Association of Chiefs of Police Engagement and Education Subcommittee, a subcommittee of the Human and Civil Rights Committee. She was recognized as the Advocate of the Year from the Greater Irvine Chamber of Commerce in 2023, and the Mental Health Professional of the Year from the Mental Health Association of Orange County in 2022. She is pursuing a Master's Degree in Clinical Psychology, projected to be completed in late 2024. In addition, she holds a Doctoral Degree in Organizational Public Safety Leadership & Criminal Justice from Capella University, a Master's Degree in Criminal Justice from Chapman University, and a Bachelor's Degree in Vocational Education and Occupational Studies from California State University, Long Beach. Dr. Hamel also holds two professional certifications in trauma and resilience and a third professional certification in the prevention of human trafficking from Florida State University. She is the author of *Body, Mind, and Badge: Strategies for Navigating Law Enforcement Trauma and Resilience* and co-author of *A Trauma-Informed Approach to Labor & Sex Trafficking*, published in Police Chief magazine in 2023.



NICOLE BEACH, PMP

Director of Strategic Initiatives

Nicole Beach is a project management and strategy delivery leader who specializes in assisting organizations in realizing value by aligning strategy with execution. Nicole collaborates closely with our clients to develop work plans that ensure their success in executing strategic goals and provides project management oversight across all projects. Before joining JGA, Nicole amassed a wealth of experience leading complex technology, organizational, and strategic projects, including M&A integrations, ERP implementations, and process improvement initiatives. Most recently, she oversaw Project Management Offices and Strategic Portfolio Management for SAFEbuilt, Citrix, and Sport Clips. Nicole holds certifications as a Project Management Professional (PMP) and Lean Six Sigma Green Belt. She also earned an MBA with a concentration in Process Improvement from Nova Southeastern University.



NICOLI HILSCHER

Senior Project Manager

Nicoli Hilscher brings over 23 years of expertise in Organizational Development, Leadership Development, Training, Facilitation, and Project Management. A retired Senior Master Sergeant from the United States Air Force, she distinguished herself in the top two percent of the active enlisted force. Nicoli's extensive background includes leading positions internationally, where she drove long-term organizational growth in diverse and fast-paced environments. She excelled in overseeing operations, professional development, and recognition programs for organizations ranging from 20 to 300 personnel. As a Senior Project Manager with Jacob Green and Associates, Nicoli plays a pivotal role in managing Organizational Development projects; such as Teambuildings, Retreats, Leadership Academies, Organizational Assessments, Strategic Planning, and supporting our Work Planning teams. Known for her ability to keep teams on task and on-time, Nicoli ensures the highest quality of service delivery to all JGA clients.

PROPOSED SCOPE OF SERVICES

SECTION C





PROPOSED SCOPE OF SERVICES

JGA will design and implement a Strategic Planning Process that respects the MFD's organizational culture and legacy of service while integrating contemporary tools, methods, and forward-thinking perspectives. Our approach will be rooted in both quantitative and qualitative analysis, including a thorough review of operational data, stakeholder engagement (through interviews, an anonymous survey, and focus groups), benchmarking against industry best practices, and incorporation of the Department's existing Community Risk Assessment (CRA). We will also apply SWOT analysis and other proven strategic frameworks to evaluate current capabilities, assess future needs, and identify opportunities for growth. The final deliverable will be a comprehensive and actionable Strategic Plan that articulates a clear mission, vision, and values, establishes measurable goals, and provides a roadmap to guide MFD's resource allocation, staffing, infrastructure planning, and service delivery in alignment with community needs and expectations.

Project Management

Throughout the project, JGA will lead project coordination and communication efforts to ensure all activities remain aligned with the MFD's goals, priorities, and timelines. This includes establishing clear channels for collaboration among stakeholders and maintaining momentum throughout the process. JGA will also facilitate regular updates to MFD leadership and designated committees, providing progress reports, addressing concerns, and incorporating feedback to ensure transparency and alignment of the team.

The **Strategic Planning Process** will involve four steps:

- Step 1: Organizational Assessment & Stakeholder Engagement
- Step 2: Future State Development & Strategic Planning Workshop
- Step 3: Strategic Plan Development & Work Planning
- Step 4: Final Review, Presentation, & Approval

STEP 1: ORGANIZATIONAL ASSESSMENT & STAKEHOLDER ENGAGEMENT

Data Collection and Analysis: JGA will collaborate with key stakeholders during this phase of the Strategic Planning Process to explore the current state of the Department. The process will incorporate a SWOT assessment (Strengths, Weaknesses, Opportunities, Threats) for an accurate snapshot of current operations and conditions, structure, operations, and services by analyzing response times, staffing levels, equipment, facilities, and financial resources, and emerging trends to provide a data-driven foundation for informed and forward-thinking strategic planning.

Stakeholder Engagement: JGA will design and implement an inclusive engagement strategy that actively involves a diverse range of stakeholders, ensuring all voices are heard and represented. Based on the needs of the MFD, JGA will leverage innovative techniques, such as interactive workshops, virtual platforms, and other creative approaches, to effectively gather meaningful input and foster collaboration.

Employee Engagement: JGA will collect data from an anonymous survey of all MFD staff members, and up to 15 one-on-one interviews (conducted in-person or via Zoom) with key leaders and staff ensuring staff input is effectively integrated into the Strategic Planning Process.

Community Risk Assessment: As part of the Strategic Planning Process for the MFD, JGA will take a focused and methodical approach to incorporating the department's existing Community Risk Assessment (CRA). We recognize that the CRA is a critical foundation for understanding local hazards, population vulnerabilities, and service delivery demands. Our team will begin by conducting a comprehensive review and validation of the CRA's findings, assessing how risk factors—such as fire incidents, EMS demand, hazardous materials, and demographic trends—inform operational priorities and resource deployment.

STEP 2: FUTURE STATE DEVELOPMENT & STRATEGIC PLANNING WORKSHOP

The project-designated team and other additional staff identified by the MFD will come together for a one-day workshop to assess the City's current and future state, and establish a unified and forward-looking Vision. JGA will facilitate discussions to establish the Mission, Vision, Goals, and Objectives, and select and prioritize projects and programs in support of the Strategic Plan.

The facilitation of the workshop will build organizational and strategic alignment, ensuring the development of a culture of collaboration, team development, integrity, excellence, and respect that meets or exceeds the expectations of all attendees. The outcomes of the Strategic Planning Workshop will be used to develop draft Mission and Vision statements and will be consolidated into the final Strategic Plan.

STEP 3: STRATEGIC PLAN DEVELOPMENT & WORK PLANNING

Using the information obtained from the key stakeholders and the Strategic Planning Workshop, JGA will develop a Strategic Plan focusing on achieving the priorities identified during the workshop. The Strategic Plan will include a roadmap component, including Goals and Objectives, developed by JGA with MFD's stakeholders. The roadmap will provide a detailed implementation framework with timelines, measurable outcomes, and accountability structures. Additionally, consideration will be given to the potential addition of new fire stations and a dedicated training center.

Building on the Strategic Plan, JGA's Work Planning process ensures that each goal is effectively translated into concrete actions, empowering stakeholders to move from strategy to execution. JGA's Work Planning process ensures that each strategic goal is translated into actionable steps through dedicated sessions for each goal by engaging key stakeholders to define priorities, assigning responsibilities, and establishing measurable outcomes. Through this process, JGA helps organizations move beyond planning into implementation with clear accountability and measurable progress.

STEP 4: FINAL REVIEW, PRESENTATION, & APPROVAL

A final Strategic Plan will be assembled by JGA and routed to the key MFD stakeholders for review, editing, and ultimate approval. JGA will prepare a comprehensive report summarizing the findings and recommendations and present the Strategic Plan to Department Leadership and City Council.

DELIVERABLES:

Final Strategic Plan - Presented to Department Leadership and City Council

TIMELINE

Step	Time For Completion
Step 1: Organizational Assessment & Stakeholder Engagement	8 weeks
Step 2: Future State Development & Strategic Planning Workshop	4 weeks
Step 3: Strategic Plan Development & Work Planning	8 weeks
Step 4: Final Review, Presentation, & Approval	4 weeks
Duration:	24 weeks

		MONTH 01	MONTH 02	MONTH 03	MONTH 04	MONTH 05	MONTH 06
Step 1	Organizational Assessment & Stakeholder Engagement						
Step 2	Future State Development & Strategic Planning Workshop						
Step 3	Strategic Plan Development & Work Planning						
Step 4	Final Review, Presentation, & Approval						

The actual start date will be based on a contract award date. The success of this process and adherence to timelines are highly dependent on the MFD’s engagement and timely feedback at each stage. Active participation and prompt responses from the MFD are crucial for meeting project milestones and ensuring a successful outcome.



CONFLICT OF INTEREST

SECTION D

JGA affirms that there are no actual or potential conflicts of interest with the City of Montebello, its employees, officials, or agents. We have no financial or personal ties to aAny City-affiliated entities or staff.



COST PROPOSAL

SECTION E

COST PROPOSAL

This proposal fee outlines the total all-inclusive price of **\$75,000**, which encompasses all travel, the necessary tasks, deliverables, and expenses associated with successfully completing the scope of work. JGA provides clients with an all-inclusive, fixed-fee approach to project delivery. Eliminating the “time and expenses” approach ensures that our clients understand the costs upfront, avoid change orders, and budget appropriately. No surprises. JGA focuses on the results desired by the City. The number of hours involved in production are secondary to ensuring an on-time, on-budget experience in a fixed-fee structure. While the estimated time and materials breakdown is provided on the next page per the requirements of the RFP, JGA will not invoice based on time and materials. The milestones below will serve as the invoicing milestones for our fixed-fee approach.

Description	Cost
Step 1: Organizational Assessment & Stakeholder Engagement	\$18,000
Step 2: Future State Development & Strategic Planning Workshop	\$24,000
Step 3: Strategic Plan Development & Work Planning	\$30,000
Step 4: Final Review, Presentation, & Approval	\$3,000
Total:	\$75,000
Travel	Included
Materials	Included

INVOICING SCHEDULE

20% - Upon Project Kickoff
20% - Upon completion of Step 1
20% - Upon completion of Step 2
20% - Upon completion of Step 3
20% - Upon completion of Step 4

EXCLUSIONS

The following program expenses are not included in consultant fees and are the responsibility of the Department, if necessary.

- Venue rental fees for workshop
- Food and beverages for workshop
- Translation services (workshop support, document translation)

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The costs outlined in this proposal are considered valid and binding for a period of 120 days, commencing from the date of the proposal's issuance. During this timeframe, the provided pricing and estimates for products, services, and associated expenses will remain unchanged, subject to the terms and conditions specified in the proposal document. Any modifications or alterations to the proposal, as well as adjustments to the costs, will require mutual agreement between the involved parties.

HOURLY RATES

Staff Role	Hourly Rate
Senior Advisor	\$225/hr
Project Manager	\$185/hr
Project Specialist	\$135/hr

STEP 1: ORGANIZATIONAL ASSESSMENT & STAKEHOLDER ENGAGEMENT (TOTAL: \$18,000)

Staff Role	Estimated Hours	Hourly Rate	Cost
Senior Advisor	16 hrs	\$225	\$3,600
Project Manager	50 hrs	\$185	\$9,250
Project Specialist	38 hrs	\$135	\$5,150

STEP 2: FUTURE STATE DEVELOPMENT & STRATEGIC PLANNING WORKSHOP (TOTAL: \$24,000)

Staff Role	Estimated Hours	Hourly Rate	Cost
Senior Advisor	34 hrs	\$225	\$7,650
Project Manager	60 hrs	\$185	\$11,100
Project Specialist	40 hrs	\$135	\$5,250

STEP 3: STRATEGIC PLAN DEVELOPMENT & WORK PLANNING (TOTAL: \$30,000)

Staff Role	Estimated Hours	Hourly Rate	Cost
Senior Advisor	30 hrs	\$225	\$6,750
Project Manager	75 hrs	\$185	\$13,875
Project Specialist	70 hrs	\$135	\$9,375

STEP 4: FINAL REVIEW, PRESENTATION & APPROVAL (TOTAL: \$3,000)

Staff Role	Estimated Hours	Hourly Rate	Cost
Senior Advisor	5 hrs	\$225	\$1,125
Project Manager	5 hrs	\$185	\$925
Project Specialist	7 hrs	\$135	\$950



CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 09

**Montebello Fire Department (MFD) Comprehensive
Strategic Plan Consulting Services**

Release Date: Thursday, February 13, 2025

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

Due Date: Wednesday, March 26, 2025, at 11 a.m. PST

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

February 13, 2025

PROJECT

Montebello Fire Department (MFD) Comprehensive Strategic Plan

PROPOSAL OWNER

City of Montebello – Fire Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Andrew Kim, Senior Management Analyst
Contact Phone: (323) 887-1200
Contact E-Mail: akim@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Fire Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Andrew Kim, Senior Management Analyst
Contact Phone: (323) 887-1200
Contact E-Mail: akim@montebelloca.gov

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

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

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from highly qualified Consultants to prepare and develop a comprehensive strategic plan for the Montebello Fire Department (MFD). The consultant will have expertise in the areas of public safety, fire service operations, and organizational strategy to assist the department in evaluating current capabilities, future needs, and achievable goals. The strategic plan will serve as the roadmap for the department to meet community needs, address operational challenges, and plan for future growth/expansion. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

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

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

Proposals must be submitted via PlanetBids by **Wednesday, March 26, 2025, at 11:00 a.m. PST.**

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

2.0 Introduction

The City of Montebello invites prospective Consultants to submit a proposal to prepare and develop a comprehensive strategic plan for the Montebello Fire Department (MFD). The strategic plan will serve as the roadmap for the department to meet community needs, address operational challenges, and plan for future growth/expansion.

About the City of Montebello

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

3.0 Timeline

- | | |
|-------------------------------------|---|
| • Release RFP | Thursday, February 13, 2025 |
| • Online Q&A Deadline | Tuesday, March 11, 2025, 11 a.m. PST |
| • Deadline to Submit Responses | Wednesday, March 26, 2025, at 11 a.m. PST |
| • City Review of Submissions | April 2025 |
| • Notifications Sent to Consultants | May 2025 |
| • Award | May 2025 |

4.0 Purpose

The purpose of this solicitation is to identify a highly qualified Consultant to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. This project will provide an overview of the department's current capabilities, future needs, and operational goals. The comprehensive strategic plan will strengthen the MFD's practices and procedures and identify opportunities for improvement through the innovative ideas provided by the Consultant.

5.0 Scope of Work/Services

The selected consultant will conduct a comprehensive evaluation of the Montebello Fire Department (MFD) to develop a strategic plan that addresses the department's current capabilities, future needs, and operational goals. This work will include the following:

Organizational Assessment

- To evaluate the department's structure, operations, and services by analyzing response times, staffing levels, equipment, facilities, and financial resources
- Gather input from department staff, city leadership, and key stakeholders through interviews, surveys, and focus groups.

Evaluating MFD's Existing Community Risk Assessment (CRA)

- Consultant will incorporate the department's existing Community Risk Assessment (CRA) into their evaluation process to ensure alignment with identified community needs
- Benchmarking and the review of best practices will be utilized to compare MFD's practices to industry standards and identify opportunities for innovation and improvement

Developing the Strategic Plan

- Based on the findings above, the consultant will develop a strategic plan that defines the department's mission, vision, and core values while establishing measurable goals and objectives of implementation
- Recommendations will pertain to staffing, infrastructure, and resource allocation, with consideration given to the potential addition of new fire stations and a dedicated training center

Preparing a Comprehensive Report

- The consultant will prepare a comprehensive report summarizing findings and recommendations and present the strategic plan to department leadership and the City Council.

6.0 Consultant Qualifications

The selected consultant must have the following minimum qualifications:

A. Professional Expertise

- Consultants must have demonstrated experience in developing strategic plans for public safety organizations, particularly fire departments

- They should possess expertise in fire service operations, emergency response planning, and community risk assessment, along with a thorough knowledge of current industry standards, regulations, and best practices in fire and emergency medical services
- Consultants must have a proven ability to conduct comprehensive organizational assessments and effectively engage with diverse stakeholders, ensuring input from all relevant parties is considered
- Strong analytical, project management, and communication skills are essential, as is a track record of delivering actionable and results-oriented strategic plans within specified timelines.

B. Required Licenses and Certifications

- Relevant professional certifications, such as Certified Fire Executive (CFE) or similar, are highly desirable.

Background Check

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

7.0 Proposal submittal

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

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

8.0 Evaluation Criteria

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

A. Preliminary Proposal Review - The evaluation committee will review each

submission to ensure adherence to the minimum/proposal format requirements.

B. Proposal Evaluation - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

- i. Qualifications as they relate to this project - 65%
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - f. Interview, if required
- ii. Reputation for integrity and competence – 15%
 - a. Positive Reference Checks
 - b. Work Samples
- iii. Proposed fees for services – 20%

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

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

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

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

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

be sent to:

Mail:

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

or

E-mail:

msolorza@montebelloca.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after the proposal's closing and due date must be filed in writing or by email within (3) working days following the specified due date. Working days refer to normal City Operations of Monday-Thursday, 7:30 a.m. to 5:30 p.m.

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

substantive issue raised in the protest.

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

10.0 Execution of Agreement

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

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

11.0 Insurance

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

A. Commercial General Liability

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

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

B. Business Automobile Liability

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

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

C. Professional Liability or Errors and Omissions

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

D. Workers' Compensation and Employer's Liability

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

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

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

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

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

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

officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

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

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

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

12.0 Use of Federal Funds

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

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

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business

- enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

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

13.0 Non-Commitment of City

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

14.0 Labor Requirements

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

15.0 Records

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

aspect under this agreement.

16.0 Subcontractors

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

17.0 Modifications/Changes

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

18.0 Disclosure of Information

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

19.0 Ex-Parte Communications

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

This restriction does not prohibit Consultants and their representatives from making oral statements or presentations to City representatives from submitting questions regarding this RFP pursuant to the directions provided herein, or making oral statements or

presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References



ITEM # 18

**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 AGREEMENT NO. 4344 WITH FLOCK GROUP INC. (DBA FLOCK SAFETY) TO LEASE AUTOMATED LICENSE PLATE READERS (ALPR)

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Master Services Agreement No. 4344 with Flock Safety for the lease of automated license plate readers; and
2. Authorize the City Manager to execute the agreement; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$250,000 in Account Nos. 265-80-834-6010.10. (Grants, Police, COPS Technology Equipment Program, Machinery and Equipment [Expenditures]), and 265-99-4198.25 (Grants, Non-Departmental, Misc.Grants-COPS Technology Equipment Program [Revenue]; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The City of Montebello Police Department was awarded \$300,000 in Community Oriented Policing Services (COPS) Technology and Equipment Program (TEP) grant funds for technological enhancements, specifically the implementation of license plate reader systems (\$250,000) and geographic data mapping (\$50,000) projects. The Montebello Police Department plans to allocate \$250,000 of the awarded funds to lease and install 22 license plate readers from Flock Safety. The remaining \$50,000 will be brought at a future City Council meeting for the data mapping-related expenditures.

The initial subscription to the Flock Safety system covers a 36-month period, which

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

Page 2 of 4

includes the lease and installation of equipment for a total cost of \$250,000 (Fiscal Year 2025-26 - \$86,000, FY 2026-27 - \$82,000 and FY 2027-28 - \$82,000). The recommended actions would approve Master Service Agreement No. 4344 (Attachment A). Additionally, under the authority of Montebello Municipal Code Chapter 3.20.050(B) Conformance with Bidding Procedures, Sole/Single Source Goods and/or Services, the City is seeking to award a contract for Flock's services (Attachment B).

The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by \$250,000 in Account Nos. 265-80-834-6010.10. (Grants, Police, COPS Technology Equipment Program, Machinery and Equipment [Expenditures]), and 265-99-4198.25 (Grants, Non-Departmental, Misc.Grants-COPS Technology Equipment Program [Revenue]).

BACKGROUND/DISCUSSION:

Congresswoman Linda Sánchez submitted funding requests for several key community projects to the House Appropriations Committee to benefit California's 38th Congressional District. In April 2024. Subsequently, the City of Montebello was awarded a \$300,000 COPS Technology and Equipment Grant.

Unlike other fixed or mobile Automated License Plate Reader (ALPR) systems, the Flock Safety system offers broader coverage across the City with vendor-provided maintenance, eliminating the need for City staff involvement. Flock operates under an all-inclusive deployment model and is the sole manufacturer and developer of its camera technology (Attachment B).

While not at a historic high, Part I crimes have shown a steady increase in Montebello and the surrounding region, with notable rises in burglaries, larcenies, and auto thefts. ALPR technology has proven to be an effective tool for law enforcement, aiding in the recovery of stolen vehicles and supporting the investigation and resolution of crimes involving the use of a vehicle.

Flock Safety's ALPR camera system consists of strategically placed fixed-mount cameras throughout a jurisdiction to enhance area coverage and provide detailed vehicle-related data to law enforcement. Flock Safety operates under a service subscription model and offers several advantages (Attachment A). The City receives a fully wireless solution with no infrastructure setup costs and the option for either solar or direct power. The service subscription includes the camera hardware, maintenance, software updates, unlimited user access, 30-day data storage, LTE connectivity, solar power, mounting hardware, and ongoing system monitoring. This model reduces the City's long-term financial burden by eliminating the responsibility of maintaining or replacing costly equipment at the end of its service life.

The company adheres to standard operating procedures and complies with all applicable government regulations and workplace safety standards.

Flock Safety prioritizes objectivity and privacy by focusing exclusively on vehicle-related data (e.g., license plate, make, body type, color, and timestamp), without collecting

personally identifiable information (e.g., names, addresses, or phone numbers), and does not employ facial recognition technology.

Flock Safety is the sole manufacturer and service provider of the ALPR system and its integrated software and monitoring services. Key benefits of their system include:

- **Proprietary machine vision technology** capable of analyzing license plates, states of registration, and unique vehicle attributes (e.g., roof racks, bumper stickers) based on image analytics rather than DMV registration data.
- **Vehicle Fingerprint Technology**, allowing officers to perform searches based on descriptive characteristics of a vehicle without a license plate and receive alerts for matches.
- **Advanced search filters**, including color, make, type, partial or full license plates, state identifiers, and object detection.
- **Integration with Evidence.com**, as Flock Safety is the only ALPR vendor officially partnered with AXON. AXON is the current vendor providing both body-worn and in-car camera systems for the Montebello Police department.

Several neighboring communities in the San Gabriel Valley currently utilize the Flock Safety ALPR system, including Arcadia, Alhambra, Azusa, Baldwin Park, Covina, El Monte, Glendora, Monrovia, Monterey Park, Pico Rivera, East Los Angeles, Pomona, Rosemead, San Dimas, San Marino, South Pasadena, and West Covina.

To maximize effectiveness, ALPR cameras should be installed at major entry points into the City to monitor inbound traffic. In collaboration with the Flock Safety representatives, staff has identified 22 potential locations for deployment. Final locations will be determined by staff after an assessment by Flock Safety.

Upon installation and activation of the system, patrol officers and detectives will be granted access following the completion of necessary training. Once trained, personnel will have access to the broader Flock Safety ALPR network, greatly enhancing regional investigative capabilities. This interconnected system will strengthen both crime prevention and investigative efforts by facilitating information sharing across jurisdictional boundaries. Only Montebello ALPR Administrators will control data sharing permissions within the Flock system as outlined in the department's ALPR use policy. The sharing of information with local agencies is authorized by the Montebello Police Department and is not conducted automatically. This information will not be shared with agencies outside the state of California per SB34, nor will it be shared with immigration enforcement agencies per SB54.

Officers can use the recorded footage from ALPR cameras in conjunction with private surveillance systems to identify suspect vehicles. Once a vehicle description or plate is obtained, the Flock Safety database can be queried to locate possible matches. If the vehicle is detected in another jurisdiction, the image and related data can be retrieved and shared with other law enforcement agencies, increasing the chances of apprehension.

Additionally, officers can create custom “hotlists” and receive real-time alerts when a vehicle matching the description is detected by any Flock ALPR camera, either in Montebello or neighboring communities. This feature is particularly valuable for tracking fleeing suspects, allowing for the strategic deployment of law enforcement resources such as air support or additional patrol units.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute Master Services Agreement No. 4344 (Attachment A) with Flock Safety for a lease subscription and installation of 19 License Plate Reader (LPR) Falcon Camera Systems and 3 LPR Long Range Falcon Camera Systems, for a 3-year term with the option of two-1 year extensions, utilizing Chapter 3.20.050(B) Conformance with Bidding Procedures - Sole/Single Source Goods and/or Services (Attachment B). The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by \$250,000 in Account Nos. 265-80-834-6010.10. (Grants, Police, COPS Technology Equipment Program, Machinery and Equipment [Expenditures]), and 265-99-4198.25 (Grants, Non-Departmental, Misc.Grants-COPS Technology Equipment Program [Revenue]).

ATTACHMENT(S)

1. Attachment A - Agreement No 4344
2. Attachment B -Sole Source Letter

**AGREEMENT NO. 4344
WITH FLOCK GROUP INC.
(DBA FLOCK SAFETY)
AND CITY OF
MONTEBELLO**

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”).

Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured.

Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, the Parties have an option to renew the Agreement for successive renewal terms of twelve (12) months each, as set forth on the Order Form (each, a “**Renewal Term**”) by providing notice of at least thirty (30) days prior to the end of the then-current term. Renewal Terms shall not accrue automatically.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“***Deployment Plan***”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system.

Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 1600 W. Beverly Blvd., Montebello, CA 90640

ATTN:

William Molinari, Administrative Lieutenant

EMAIL:

WMolinari@montebelloca.gov

Flock Safety + CA - Montebello PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Larry Barsocchini
larry.barsocchini@flocksafety.com
408.317.8617



EXHIBIT A
ORDER FORM

Customer: CA - Montebello PD
Legal Entity Name: CA - Montebello PD
Accounts Payable Email: wmolinari@montebelloca.gov
Address: 1600 W Beverly Blvd Montebello, California 90640

Initial Term: 36 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$82,000.00
Flock Safety Flock OS			
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	19	Included
Flock Safety Long-Range LPR, fka Falcon LR	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	3	\$450.00
Professional Services - Standard Implementation Fee	\$250.00	5	\$1,250.00
Professional Services - Existing Infrastructure Implementation Fee	\$50.00	12	\$600.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$850.00	2	\$1,700.00

Subtotal Year 1:	\$86,000.00
Annual Recurring Subtotal:	\$82,000.00
Discounts:	\$4,000.00
Estimated Tax:	\$0.00
Contract Total:	\$250,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$86,000.00
Annual Recurring after Year 1	\$82,000.00
Contract Total	\$250,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$4,000.00

Product and Services Description

Flock Safety Platform Items	Product Description
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Long-Range LPR, fka Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Montebello PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Customer Implementation Guide

Law Enforcement



flock safety

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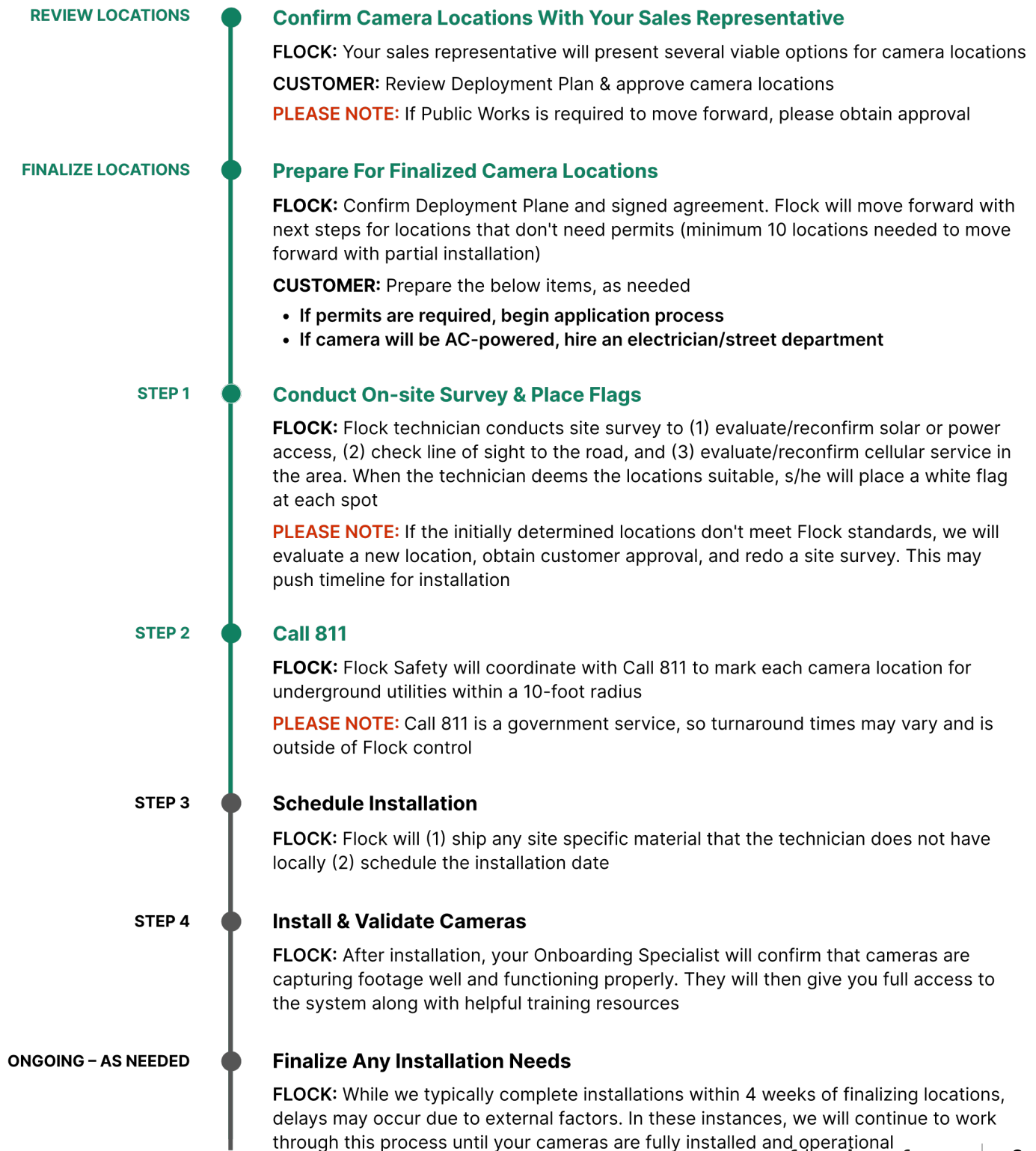
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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team





Project Manager

Your **Project Manager** is your **primary contact during camera installation.**

Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.



Field Operations Team

- The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.
- They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.
- ***Note*:** For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not the technician.



Customer Success Manager

Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.

While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.

Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:

- Set up Account Training
- Understand benefits of features
- Learning best practices for getting relevant data
- Identifying opportunities to expand the security network in your area
- Provide feedback on your partnership with Flock



Flock Safety Support

The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. **To get in touch with support**, simply email support@flocksafety.com or call **866-901-1781 Mon-Fri 8am-8pm EST.**

Support can help you:

- Request camera maintenance
- Troubleshoot online platform
- Contract / Billing questions
- Update account information
- Camera Sharing questions
- Quick “How to” questions in your Flock Account

Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole
 - Types of existing infrastructure such as existing utility, light, and traffic signal poles.
 - Pole no higher than 8'-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade **Flock breakaway pole**
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our **electrical wiring requirements**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs,¹⁰
not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.



- * Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.
- ** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- *** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

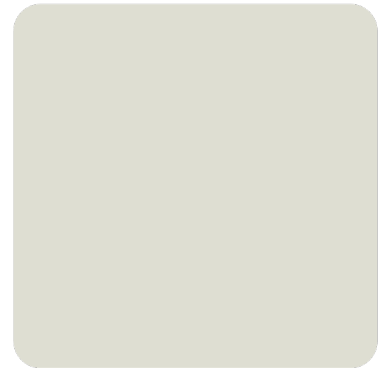
Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

Electrician Handout

Electrician Installation Steps

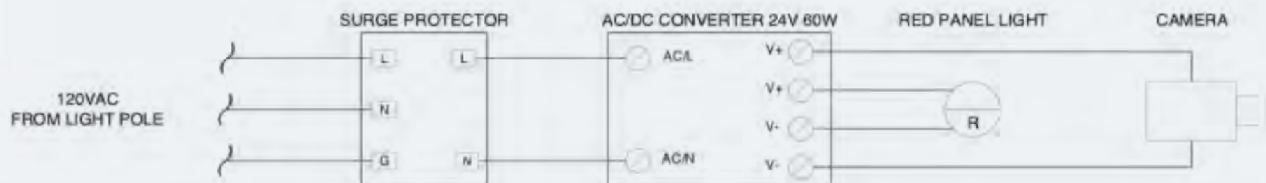
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review Fees Sheet For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

***Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered) **\$350**
 - Flock pole (non-AC powered) **\$750**
 - Advanced pole (non-AC powered) **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - ▪ Flock pole, camera, and solar (non-AC Powered) **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered) **\$5800**
- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.



SOLE SOURCE DECLARATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY to the best of my knowledge, after analyzing pertinent information available to us at this time, the item(s)/service(s) listed below can only be furnished by the following vendor due to the following justification(s):

Item/Service	To lease automated license plate readers
Vendor	Flock Group Inc. (DBA Flock Safety)
Address	1170 Howell Mill Road NW STE 210
City, State	Atlanta, GA 30318

Justification: Refer to Back Page of this Form for Accepted Justification and Indicate the Exception Claimed Below, Provide Additional Information as Needed

Flock Safety is the sole provider of our proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime.

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


Luis Lopez (Jul 31, 2025 09:55:13 PDT)

(Insert Department Director Name)
Signature

Jul 31, 2025

Date

Under “Justification” on Page 1 of this form, indicate which exception to the Purchasing Municipal Code (Chapter 3.20 et al) is being claimed to deem this purchase a “sole source purchase:”

Acceptable and Allowed Exceptions:

1. Only one manufacturer makes the item(s) meeting required specifications, AND that manufacturer only sells direct/exclusively through one regional/national vendor/representative.
2. The original manufacturer can only perform maintenance or repair services, AND the manufacturer does not have multiple agents to perform the required services.
3. Replacement and/or spare parts are exclusively available from the original manufacturer, AND the original manufacturer does not have distributors for those parts.
4. Patented items or copyrighted materials that are only available from the patent or copyright holder.
5. A formal/informal survey has been conducted by the requesting Department and/or Finance Department to determine whether other vendors/consultants can satisfy the requirements of the item or service. The survey provides vendors/consultants with a list of detailed requirements, and they provide a written response regarding their capability to supply the item or service. If only one (1) vendor can meet all of the listed requirements, this survey may be used to support the sole source claim.
6. A collaborative project where a specific vendor/contractor/consultant is named by the funding agency and/or inter-agency agreement as the source of an item or service, and the use of the vendor/consultant is required for compatibility.



2025 Sole Source Letter for Flock Safety® Public Safety Solutions

April 02, 2025

Montebello PD
1600 W Beverly Blvd
Montebello, CA, 90640

Dear William Molinari,

This letter serves to confirm that Flock Group Inc. d/b/a Flock Safety is the sole provider of our proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime. Flock Safety's unique system integrates hardware and cloud-based software to enable real-time data processing and secure data sharing capabilities that are unavailable through other providers.

As the sole developer and provider of this proprietary technology, Flock Safety retains exclusive rights to manufacture, license, and support the products and software we offer. Our solutions include cutting-edge features such as machine learning analytics, CJIS-compliant data storage, and a centralized system that facilitates collaboration across multiple jurisdictions, supporting a more robust and efficient public safety network. Specifically, Flock Safety provides the ability to access additional cameras from Flock customers, including: Monterrey Park, Pico Rivera, Bell Gardens, Commerce, Vernon, South Gate, Downey, Paramount, Santa Fe Springs, Whittier, El Monte, South El Monte, Rosemead, Alhambra, at no additional cost.

No other vendor offers the specific combination of hardware and cloud-based features, CJIS-compliant data handling, or the national network capabilities that Flock Safety provides. For these reasons, Flock Safety is the only source available for these services.

Thank you,

A handwritten signature in black ink, appearing to read "G. Langley".

Garrett Langley CEO, Flock Safety®



Flock Safety® LPR Cameras

Flock Safety® is the sole manufacturer, developer, and distributor of Flock Safety® LPR Camera, Flock Safety® Long-Range LPR, Flock Safety® Short-Range LPR, Flock Safety® Flex LPR Camera, Flock Safety® LPR Camera for Neighborhoods, and Flock Safety® LPR Video Integration.

Flock Safety® LPR Camera

- Fixed, infrastructure-free license plate recognition (“LPR”) cameras suitable for capturing two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Includes Flock Safety® solar LPR camera option (next-gen platform standard range), which may cover up to three (3) lanes of traffic simultaneously

Flock Safety® Long-Range LPR

- Fixed, infrastructure-free long-range (“LR”) LPR, suitable for capturing three (3+) lanes of traffic simultaneously with a single camera from a vertical mass
- Includes Flock Safety® solar LR LPR option (next-gen platform LR)

Flock Safety® Short-Range LPR

- Fixed, infrastructure-free short-range (“SR”) LPR with solar power capability, suitable for wide angle capture (i.e., parking lots or garages)

Flock Safety® Flex LPR Camera

- Location-flexible, infrastructure-free self-installation LPR camera with solar power option
- Ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera
- Ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

Flock Safety® LPR Camera for Neighborhoods

- Infrastructure- and maintenance-free LPR for 24/7 neighborhood security

Flock Safety® LPR Video Integration

- Integrates third-party LPR and video cameras into FlockOS® utilizing existing camera infrastructures

The Flock Safety® LPR cameras listed above are the only Law Enforcement Grade LPR cameras to offer the following combination of proprietary features:

- **Vehicle Fingerprint Technology®**
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to “Save Search” based on description of vehicles using Flock’s patented Vehicle Fingerprint Technology® without the need for a license plate, and set

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- up alerts based on vehicle description
 - Only LPR provider with “Visual Search,” which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
 - **Integrated Cloud-Software & Hardware Platform**
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 65W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion trigger to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique vehicle cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - All images and metadata is encrypted throughout its entire lifecycle from on-device to storage in Flock’s US-based CJIS-compliant cloud
 - Covert industrial design for minimizing visual pollution
 - **Transparency & Ethical Product Design**
 - One-of-a-kind “Transparency Portal,” a public-facing dashboard that details the customer’s policies, as well as automatically updates metrics from the Flock Safety® system
 - Built-in integration with National Center for Missing & Exploited Children (“NCMEC”) to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
 - **Integrated Gunshot Detection**
 - Ability to pair with Flock Safety® gunshot detection device, which has natively integrated gunshot detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
 - **Live Video Integration**
 - Ability to apply computer vision to third-party cameras using the Flock Safety® LPR video integration, transforming them into evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety® LPR cameras
 - Flock Safety® video integration livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including LPR, livestream cameras, computer-aided dispatch (“CAD”), automatic vehicle location (“AVL”) on Flock Safety® video integration suite
-

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- **Situational Awareness**
 - FlockOS® is the world's first and only public safety operating system compatible with Flock Safety® LPR video cameras, including live streaming fixed and pan-tilt-zoom ("PTZ") video cameras, and the Flock Safety® gunshot detection device, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
 - Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
 - FlockOS® features Flock Safety® unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its direction of travel, providing users with possible outcomes based on a confidence threshold
- **Warranty & Service**
 - Lifetime maintenance and support included in subscription price
 - Flock Safety® is the only fully integrated LPR one-stop solution from production of the devices to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- **Partnerships**
 - Flock Safety® is the only LPR provider to officially partner with Prepared911 to distribute 911 call audio and transcripts to law enforcement agencies
 - Through FlockOS®, Flock Safety® is the only LPR provider to officially partner with FirstTwo to enable clicking anywhere on a display map to display the relevant information from FirstTwo
 - Access to additional cameras purchased by Flock's HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost



Flock Safety® Software

Flock Safety® is the sole provider of the comprehensive monitoring, processing, and machine vision services, including FlockOS®, Flock911, Flock Safety® Traffic Analytics for Businesses, Flock Safety® Advanced Investigations Analytics, and Flock Safety® Traffic Analytics for Government, which integrate with Flock Safety® LPR cameras, Flock Safety® video cameras, and the Flock Safety® gunshot detection device.

FlockOS®

- Public safety platform that unifies first and third-party data across LPR, video, and audio to deliver real-time intelligence
- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety® license plate recognition ("LPR") video cameras, including Flock Safety® live streaming fixed and pan-tilt-zoom ("PTZ") video cameras, and the Flock Safety® gunshot detection device, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety™ unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold
- Through FlockOS, Flock Safety® is the only LPR provider to officially partner with FirstTwo to enable clicking anywhere on a display map to display relevant information from FirstTwo

Flock911

- Real-time 911 calls and caller-sourced media for enhanced situational clarity in MDTs and Real Time Crime Centers ("RTCCs")
- FlockOS® is the only product on the market that works with Prepared911 to distribute 911 call audio and transcripts to law enforcement agencies directly

Flock Safety® Traffic Analytics for Businesses

- Provides customers with actionable visitor insights from their LPR network to enhance marketing and operations efforts

Flock Safety® Advanced Investigations Analytics

- Allows customers to leverage their LPR network to expand theft and organized crime cases

Flock Safety® Traffic Analytics for Government

- Allows customers to unlock the potential of their LPR network for critical traffic management insights

Attachment B -Sole Source Letter - Montebello PD

Final Audit Report

2025-07-31

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-  Document created by Alexis Lucero (alucero@montebelloca.gov)
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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: Luis Lopez, Police Chief

**SUBJECT: APPROVE PURCHASE OF CORDICO WELLNESS APPLICATION FOR
THE MONTEBELLO POLICE DEPARTMENT**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the purchase of the Cordico Wellness Application to provide a confidential, on-demand mental health and wellness platform for Montebello Police Department personnel (Attachment B); and
2. Authorize the City Manager to execute any necessary documents to complete the purchase, in an amount not to exceed \$28,800 for a two-year subscription term for the Police Department use of the Cordico Wellness Application; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The fiscal impact of purchasing the Cordico Wellness Application subscription for the Police Department is \$14,400 per year, totaling \$28,800 for a two-year upfront subscription. The implementation and two-year subscription fee for the Cordico Wellness Application will be funded from the 2023 COPS LEMHWA (Law Enforcement Mental Health and Wellness Act) Grant Program, and funds are available in Account No. 265-80-833-6010.40 (Grants, Police, LEMHWA - Mental Health Wellness, Machinery & Equipment - Computer Software).

The City currently utilizes Lexipol for policy manual services and their Cordico Wellness Application for the Fire Department. Therefore, under the authority of Montebello Municipal Code Chapter 3.20.050(C) Standardization of Goods and/or Services, the City is seeking to expand the use of the public safety Cordico Wellness Application for the

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Police Department and its personnel (Attachment B).

The estimated total expense for Fiscal Year 2025-26 for the new and continuing Lexipol/Cordico Wellness Application services is \$124,802 (Attachment A) across the Police, Fire and Administration Departments. These expenses cover policy manual updating (Administration) as well as continued policy manual access for the Police and Fire Departments, as well as the Cordico application for Police and Fire.

BACKGROUND/DISCUSSION:

The Montebello Police Department was awarded \$197,250 through the 2023 COPS (Community Oriented Policing Services) LEMHWA (Law Enforcement Mental Health and Wellness Act) Grant Program for a variety of mental health and wellness items and services. The Cordico Wellness application is one of the projects being funded through this grant program to support the wellness of sworn, civilian, and retired law enforcement personnel.

The Cordico Wellness Application, a product of Lexipol LLC, is a confidential mobile wellness platform designed specifically for public safety professionals. Currently, the Fire Department utilizes the Cordico Wellness Application for its personnel. This application provides a comprehensive range of mental health and wellness tools tailored to the unique needs of police officers, including peer support integration, confidential self-assessments, stress-reduction tools, educational content, and access to vetted clinicians. The mobile application is utilized by public safety agencies nationwide and has become an industry-standard wellness resource.

The Montebello Police Department recognizes that the mental wellness of its personnel is as critical as their physical safety. Police officers are routinely exposed to traumatic incidents, high-stress situations, and life-threatening emergencies. These cumulative stressors can lead to long-term impacts, including but not limited to PTSD and burnout. The Cordico Wellness Application provides a proactive, 24/7 tool to support officer wellness, reduce stigma, and promote resiliency.

This application is customizable and will include Montebello-specific resources, peer support contact listings, and direct communication from Montebello Police Department command staff.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Cordico Wellness Application will serve as a key component of the Police Department's wellness initiative. Key features include:

- 24/7 confidential access via smartphone

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- Interactive self-assessments for stress, anxiety, PTSD, and more
- Peer support program integration
- Family member access and support tools
- Wellness videos and mindfulness resources
- Montebello Police Department-specific content, branding, and clinician lists

By offering confidential, on-demand access to these services, the mobile application reduces the stigma traditionally associated with seeking mental health support in law enforcement environments. Adoption of this tool is consistent with national best practices and evolving state guidelines on public safety employee wellness.

SUMMARY:

The Montebello Police Department is seeking to enhance its officer wellness initiatives by subscribing to the Cordico Wellness Application, a confidential, mobile-based platform tailored for public safety personnel. The application is part of the City's broader partnership with Lexipol LLC, which already provides Cordico Wellness for the Fire Department and policy services to the Police Department, Fire Department, and City Administration. The total cost for a two-year up-front subscription is \$28,800 (Attachment A), and this project will be funded through the 2023 LEMHWA Grant. This purchase will reinforce the City's commitment to the safety and mental health and wellness of its law enforcement officers. Staff recommends approval of the Cordico Wellness Application subscription (Attachment B) to ensure continued support of officer well-being and to utilize secured grant funding for this purpose.

ATTACHMENT(S)

1. Attachment A - Schedule of Compensation
2. Attachment B - Lexipol Mater Service Agreement

Schedule of Compensation

	Current Services			New Service	Estimated Expenses
	Administration 100-20-200-6040.10 (Policy Manual)	Police 100-80-815-6040.40 (Policy Manual)	Fire 100-85-850-6040.10 (Policy Manual and Cordico)	Police 100-80-815-6040.40 (Cordico)	
FY 2025-26	\$60,002	\$12,000	\$24,000	\$28,800	\$124,802
FY 2026-27	\$20,140	\$12,720	\$25,440	\$0 (paid upfront)	\$58,300

Total Compensation Shall Not Exceed = \$183,102



MASTER SERVICE AGREEMENT

Initial Term Start Date: 07/01/2025

Initial Term End Date: 07/31/2027

Account Executive Information

Mary James
Senior Account Manager - Client Growth
mjames@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Luis Lopez
Captain
llopez@cityofmontebello.com

Montebello Police Department
1600 W Beverly Blvd
Montebello, California 90640

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Montebello Police Department**Lexipol, LLC**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Year 1 Subscription (2025-08-01 to 2026-07-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
76	Cordico Wellness App	\$16,000.00	10%	\$1,600.00		\$14,400.00
Discount:				\$1,600.00	Subtotal:	\$14,400.00

002 Year 2 Subscription (2026-08-01 to 2027-07-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
76	Cordico Wellness App	\$16,000.00	10%	\$1,600.00		\$14,400.00
Discount:				\$1,600.00	Subtotal:	\$14,400.00

Discount:	\$3,200.00
Subtotal:	\$28,800.00
Tax:	
Total Due:	\$28,800.00

Discount Notes

Sourcewell + Multiple Lexipol Products

Exhibit B

Description of Services

Cordico Wellness Solution

Public safety personnel frequently face high-stress situations, traumatic events and unique workplace challenges that can significantly impact their mental health and overall wellbeing. In addition to these stressors, they face the stigma around asking for help and the fear of being seen as weak or unfit for duty. Lexipol's Cordico wellness solution provides a completely anonymous platform for personnel to proactively seek help. The app includes a complete range of self-assessments, one-touch access to crisis support lines, and a directory with your agency's peer support team, chaplains, and therapists. Also included are wellness toolkits with over 60 behavioral health guides on topics like family and relationships, physical fitness and nutrition, and more.

- Maintain anonymity with a single agency login.
- Provide your personnel with 24/7 access to confidential assessments and counseling resources.
- Help personnel cope with the effects of critical events and chronic exposure to trauma.
- Empower your peer support team by placing their contact information at the fingertips of your personnel.
- Improve personnel decision-making, empathy and resilience, enhancing the service your organization provides.
- Personalize your app with your agency's badge and a welcome video from your leadership.
- Support agency retirees and family members (included with agency subscription).

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Initial Term” means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



ITEM # 20

**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: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4337 WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL COMPANIES NC) FOR BUSINESS LICENSE ADMINISTRATION SERVICES**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4337 with Hinderliter de Llamas and Associates (HdL Companies NC) for Business License Administration Services; 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 currently utilizes the services of Hinderliter de Llamas and Associates (HdL Companies) to administer the City's business license program. This is a complex operation that – as required by Montebello Municipal Code Section 5.04 et al – licenses approximately 4,000 businesses in the City, ensuring they meet required zoning, fire safety and other local, County and State regulations. HdL provides a single point of contact for business owners – live staff available via telephone or assistance through a web portal accessible from the City's website – to apply for new licenses, renew existing licenses, and receive assistance with the business license process. 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 to continue the provision of business license administration and management services by HDL Companies.

The City has utilized HdL Companies for business license services since 2020, and they

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have proven their ability to provide efficient and effective management of the business license program, and ensure all businesses in Montebello are operating safely and legally per the Municipal Code. 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.

The City's business license program is forecasted to provide \$3.125 million in General Fund revenue in Fiscal Year 2025-26. Since HdL Companies assumed complete management of the business license program, revenue has increased 39% -- from \$2.255 million in FY 2019-20 to \$3.125 million estimated for FY 2025-26. HdL Companies' efforts ensure all businesses operating in the City have a business license, renew them annually, and capture owed fees from businesses found to be operating without a business license.

The annual cost for administering the business license program in FY 2024-25 was approximately \$225,000. This included the "per business" administration fee, as well as fees charged for revenue discovery, audits and collections. The annual expense for FY 2025-26 will be approximately the same -- with variations due to new businesses and discoveries through audits. The adopted budget for Fiscal Year 2025-26 includes the necessary funds for these services in the Finance Department's operating budget.

BACKGROUND/DISCUSSION:

The City has utilized HdL Companies to manage its Business License program since 2020. HdL Companies has been able to maintain compliance with the City's Municipal Code by ensuring annual renewal of licenses, as well as discovering businesses operating without a license. These discovery and audit efforts assist the Fire and Community Development Departments with ensuring all businesses are operating per local and State regulations (i.e., State Fire Code, local zoning ordinances, etc.).

HdL Companies currently provides full business license program administration for over 600 Cities. Since HdL Companies is already in use by the City, and has familiarity with the City's program and businesses, continuing to utilize them to manage the business license program makes the most organizational and financial sense.

Therefore, it is recommended to award the three (3) year term agreement to HdL Companies (Attachment A) under the authority of Chapter 3.21.025(C) of the municipal code. This agreement will ensure continued access to HdL Companies specialized services. Staff have been satisfied with HdL Companies and recommend continued use of their services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute Professional Service Agreement No. 4337 (Attachment A) with HdL Companies for management of the business license program, utilizing Chapter 3.21.025(C) Conformance with Bidding Procedures to procure these services from an existing vendor. Sufficient appropriations are included in the adopted FY 2025-26 budget.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4337

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4337
WITH HINDERLITER DE LLAMAS AND ASSOCIATES
(HDL)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on August 13, 2025 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Hinderliter de Llamas and Associates (HdL Companies NC) (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 Tax & Fee Professional 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. Proposal dated June 23, 2025 (Exhibit "A")
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 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").

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 on August 13, 2025 ("Effective Date") 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: Risk Manager
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 Risk Manager such certificate(s).

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

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

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

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

CONSULTANT hereby waives all rights of subrogation against the CITY.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of

reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and 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:	Hinderliter de Llamas and Associates (HdL Companies NC) Attn: Robert Gray 120 S. State College Blvd., Suite 200 Brea, CA 92821 (714) 879-5000 Email: rgray@hdlcompanies.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")

**HINDERLITER DE LLAMAS AND
ASSOCIATES (HDL COMPANIES
NC)**

Raul Alvarez, City Manager

Robert Gray, Chief Information Officer

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Proposal Dated June 23, 2025

EXHIBIT “A”
Proposal Dated June 23, 2025

City of Montebello, CA

June 23, 2025

HdL  Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
George Bonnin
T: 714-879-5000
E: gbonnin@hdlcompanies.com

Dear Alexis,

Thank you for the opportunity to present this proposal for the renewal of the HdL's – Business License Administration and Transient Occupancy Tax Services.

Should you have any questions, please contact me at 714.879.5000 or by email at gbonnin@hdlcompanies.com.

Prime – Business License Software

Recurring Costs

Item	Price	Comments
Business License Administration	\$18.60/Account	+ CPI
Revenue Discovery	35%	Of recovered revenue
Collections	25%	Of recovered revenue
Audits	35%	Of recovered revenue
Transient Occupancy Tax Admin	\$867.81/prop/year	



ITEM # 21

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: TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2025

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2025 (Fourth Quarter of Fiscal Year 2024-25); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of June 30, 2025 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing ending balances for June 2021 through 2025. The "General" account combines Bank of Montreal (BMO), Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2021	June 30, 2022	June 2023	June 2024	June 2025
General	53,894,820	78,705,924	104,439,663	97,160,153	83,652,140
Successor Agency	13,524,868	19,405,616	17,615,874	6,036,791	5,339,886
Housing Successor Agency	455,562	633,672	1,269,432	1,695,192	1,150,992
Trust & Agency	1,300,657	1,091,804	1,091,798	1,006,156	1,070,984
401 a(h) Trust Accounts	13,565	13,564	13,564	13,564	13,564
	69,189,471	99,850,581	124,430,333	105,911,857	91,227,566

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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As of June 30, 2025, total available cash was \$91.228 million -- \$14.684 million less than June 30, 2024. The City's overall cash position has improved over the years and remains at elevated and healthy levels. For example, the June balance for the past ten years is shown below:

	Ending Balance June 30	Change
2016	48,156,295	
2017	51,477,779	3,321,484
2018	57,115,173	5,637,394
2019	84,146,400	27,031,227
2020	73,346,322	(10,800,078)
2021	69,189,471	(4,156,851)
2022	99,850,581	30,661,110
2023	124,430,333	24,579,752
2024	105,911,857	(18,518,476)
2025	91,227,566	(14,684,290)
Average	80,485,178	

Comparing June ending balances from prior years, in 2016 overall cash was \$48.156 million, versus \$91.228 million as of June, 2025 – a \$43.071 million improvement in the City's available cash position (LAIF, BMO, etc.), or put another way a 189% increase over ten years.

The continuing strength of the City's cash position is due to several reasons. A primary factor is proceeds from Measure H, the City's $\frac{3}{4}$ cent transaction and use tax – which began flowing to the City in Fiscal Year 2020-21. Property tax receipts are also up, as overall assessed values in the City continue to grow and new developments like Metro Heights produce property tax revenue. The City also received new or one-time funding from the Federal government for Transit operations (Montebello Bus Lines) and has applied for and received new grants for various purposes over the last five years. In addition, the sale of the City's water system (February, 2023) and a Transit property in Pico Rivera (February, 2023) added to the overall cash position during calendar year 2023 with one-time infusions of cash.

It should also be noted that monthly cash balances fluctuate, as monthly expenses vary considerably from month to month, especially when comparing prior years. The chart below shows fourth quarter 2024 vs. fourth quarter 2025 (April - June).

	April 2024	May 2024	June 2024	April 2025	May 2025	June 2025
General	101,540,475	93,999,501	97,160,153	80,181,691	80,181,691	83,652,140
Successor Agency	5,143,544	4,721,949	6,036,791	4,668,007	4,049,371	5,339,886
Housing Successor Agency	1,274,712	1,694,712	1,695,192	1,150,992	1,150,992	1,150,992
Trust & Agency	1,081,652	1,084,907	1,006,156	1,043,702	1,059,003	1,070,984
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	13,564	13,564
	109,053,948	101,514,634	105,911,857	87,057,956	86,454,621	91,227,566

The City receives numerous grants from Federal, State and local governmental agencies,

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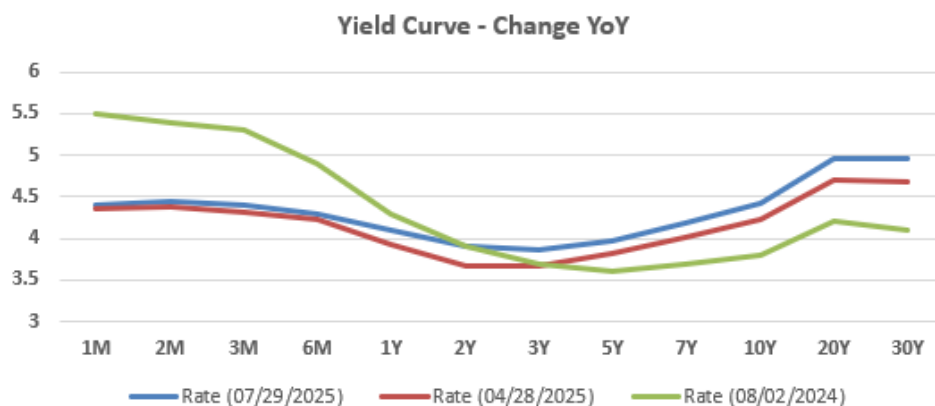
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with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project. In addition, the City's various debt service payments typically hit the books in November/December and May/June, causing a draw on available cash greater than other "typical" months of the fiscal year. The completion of the golf course renovation and clubhouse construction projects in FY 2024-25 required cash outlays to pay for construction related expenses – hence the draw on cash when comparing similar periods across the last two fiscal years.

Despite these natural fluctuations in cash flow – ongoing and regular such as debt service payments or one-time such as the golf course capital expenditures – one can see by the tables above that the City's overall cash position has grown steadily over the past several years and remains at an elevated level that provides financial security. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The General Fund has averaged \$164,200 in annual investment income between FY 2015-16 and FY 2023-24. Combined with the large increase in total available cash, the General Fund realized \$700,800 in revenue from its investments in FY 2023-24, with projected revenue for FY 2024-25 at \$500,000. (The lower projected amount is predicated on interest rates falling combined with a lower total cash balance versus prior fiscal years.)

The effective rate of return on the City's investment portfolio as of June 30, 2025, was 1.18%. It is useful to compare these rates of return to various U.S. Treasuries as a general benchmark. The chart below shows a comparison between Treasury yields based on length of the note, from August 2024, April 2025 and July 2025:



BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of Montreal (BMO) checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF) – State Treasurer investment pool

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax “true up” payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, periodic reimbursement of grant expenses, etc.

Therefore, the City maintains a reasonable balance in its BMO checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account.

The table below provides an overview of the City’s major liquid cash accounts: BMO checking and the two separate LAIF accounts, from June 2020 through June 2025 (quarter ending values). The average quarterly balance for the City’s checking account since June 2020 is \$10.455 million, more than sufficient to meet regular expenses.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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Year	Month	BMO (Checking)	LAIF (General)	LAIF (Succesor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
2021	SEPTEMBER	\$ 2,298,948	\$ 47,583,249	\$ 9,020,508
2021	DECEMBER	\$ 10,757,576	\$ 46,614,203	\$ 8,996,214
2022	MARCH	\$ 8,220,964	\$ 57,639,656	\$ 14,001,395
2022	JUNE	\$ 8,644,963	\$ 65,334,697	\$ 14,012,253
2022	SEPTEMBER	\$ 3,429,416	\$ 50,945,633	\$ 14,038,487
2022	DECEMBER	\$ 27,973,777	\$ 39,651,105	\$ 14,086,255
2023	MARCH	\$ 10,901,394	\$ 74,876,879	\$ 14,159,841
2023	JUNE	\$ 24,925,530	\$ 75,000,000	\$ 14,255,276
2023	SEPTEMBER	\$ 10,189,195	\$ 75,000,000	\$ 14,367,200
2023	DECEMBER	\$ 20,218,537	\$ 75,000,000	\$ 14,496,758
2024	MARCH	\$ 20,677,496	\$ 75,000,000	\$ 14,642,395
2024	JUNE	\$ 17,178,422	\$ 75,000,000	\$ 3,057,845
2024	SEPTEMBER	\$ 839,005	\$ 69,500,000	\$ 3,124,243
2024	DECEMBER	\$ 5,734,431	\$ 66,373,872	\$ 3,161,236
2025	MARCH	\$ 3,665,450	\$ 71,843,590	\$ 3,198,002
2025	JUNE	\$ 13,973,652	\$ 69,628,489	\$ 3,233,244
		\$ 10,455,372	\$ 56,432,395	\$ 9,981,059

The City's Investment Policy was most recently reviewed and approved by the City Council on June 25, 2025. Prior to that, the policy was reviewed, approved and updated on: June 12, 2024, June 14, 2023, June 8, 2022, June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years' reports presented with no discussion or analysis.

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 100 plus year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2025.

ATTACHMENT(S)

1. ATTACHMENT A - CASH SUMMARY - JUNE 2025
2. ATTACHMENT B - Portfolio Summary June 2025

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JUNE 30, 2025**

BANK OF THE WEST

	Account Number	Account Name	6/30/25
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,150,992.27
2	XXXX-XX093	Successor Agency of the City of Montebello	\$2,106,642.00
3	XXXX-71041	City of Montebello	\$50,000.00
4	XXXX-00184	City of Montebello - FSA	\$21,216.49
5	XXXX-XX331	General	\$13,973,651.63
6	XXXX-XX287	Trust & Agency	\$6,063.99
7	XXXX-XX803	Police Retiree Health Account	\$774,488.96
8	XXXX-XX267	Payroll	\$0.00
9	XXXX-XX362	Fire Retiree Health Account	\$269,214.30
			<u>\$18,352,269.64</u>

STATE OF CALIFORNIA

	Account Number	Account Name	6/30/25
1	XX-XX-551	General	\$69,628,488.52
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$3,233,243.84
			<u>\$72,861,732.36</u>

FIRST MERCANTILE TRUST

	Account Number	Account Name	6/30/25
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.98
	XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
			<u>\$13,564.46</u>

Total General Cash/Investments	\$83,652,140.15
Total SA Cash/Investments	\$5,339,885.84
Total HSA Cash/Investments	\$1,150,992.27
Total T&A Cash/Investments	\$1,070,983.74
Total Trustee Cash	\$13,564.46
Total Cash/Investments	<u>\$91,227,566.46</u>

CITY OF MONTEBELLO

Portfolio Management

Portfolio Summary

June 30, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	69,628,488.52	69,628,488.52	69,628,488.52	100.00	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
	69,628,494.90	69,628,494.90	69,628,494.90	100.00%	1	1	1.292	1.310

Investments

Cash, Pending Redemptions

Passbook/Checking (not included in yield calculations)	14,023,651.63	14,023,651.63	14,023,651.63		1	1	0.000	0.000
Pending Redemptions	2,514,566.49	2,514,566.49	2,514,566.49					
Subtotal		16,538,218.12	16,538,218.12					
Total Cash, Pending Redemptions and Investments	86,166,713.02	86,166,713.02	86,166,713.02		1	1	1.292	1.310

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year		74,969.87	899,192.16	899,192.16
Average Daily Balance		77,511,021.87	78,467,824.89	
Effective Rate of Return		1.18%	1.15%	

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Reporting period 06/01/2025-06/30/2025

Run Date: 07/23/2025 - 18:40

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA		07/01/2019	69,628,488.52	69,628,488.52	69,628,488.52	1.310		1.310	1	
		Subtotal and Average	69,628,488.52		69,628,488.52	69,628,488.52	69,628,488.52			1.310	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
		Subtotal and Average	6.38		6.38	6.38	6.38			0.500	1	
		Total and Average	77,511,021.87		69,628,494.90	69,628,494.90	69,628,494.90			1.310	1	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	14,023,651.63	14,023,651.63	14,023,651.63			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			77,511,021.87		83,652,146.53	83,652,146.53	83,652,146.53			1.310	1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2025

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS200	200	LAIF		07/01/2019	69,628,488.52	69,628,488.52	69,628,488.52	1.310	1	1.310	1,687,666.86	0.00	
Subtotal and Average			69,628,488.52		69,628,488.52	69,628,488.52	69,628,488.52	1.310	1	1.310	1,687,666.86	0.00	
Savings Accounts													
697530	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.19	0.00	
950516181	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
Subtotal and Average			6.38		6.38	6.38	6.38	0.500	1	0.500	-7,546.61	0.00	
Total and Average			77,511,021.87		69,628,494.90	69,628,494.90	69,628,494.90	1.310	1	1.310	1,680,120.25	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
June 30, 2025

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	14,023,651.63	14,023,651.63	14,023,651.63	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			77,511,021.87		83,652,146.53	83,652,146.53	83,652,146.53	1.090	1	1.090	1,680,120.25	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
June 30, 2025

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS200	200	LAIF	69,628,488.52	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		69,628,488.52	69,628,488.52
Local Agency Investment Funds Totals			69,628,488.52				1.292	1.310		0.00	69,628,488.52	69,628,488.52
Savings Accounts												
697530	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
950516181	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			6.38				0.493	0.500		0.00	6.38	6.38
Investment Totals			69,628,494.90				1.292	1.310		0.00	69,628,494.90	69,628,494.90

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
June 30, 2025

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	14,023,651.63			08/31/2019	0.000	0.000	07/31 - Monthly		14,023,651.63	14,023,651.63
Cash Totals			14,023,651.63							0.00	14,023,651.63	14,023,651.63
Total Cash and Investments			83,652,146.53				1.292	1.310		0.00	83,652,146.53	83,652,146.53

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
June 30, 2025

Page 1

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
52A	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
Subtotal					529,566.49
Negotiable CDs					
05580ASV7	40	BMW BANK NORTH AMERICA	10/11/2019	10/11/2023	247,000.00
29278TLF5	34	ENERBANK USA	10/09/2019	09/13/2023	249,000.00
44329ME33	53	HSBC BANK USA	05/07/2020	05/07/2025	248,000.00
58404DFM8	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
59013KDM5	47	MERRICK BANK	10/18/2019	10/18/2024	249,000.00
61760AX53	31	MORGAN STANLEY PRIVATE BANK	10/09/2019	09/05/2024	247,000.00
749622AP1	43	RIA FEDERAL CREDIT UNION	10/11/2019	10/11/2023	249,000.00
7954504D4	33	SALLIE MAE BANK	10/09/2019	09/18/2024	247,000.00
Subtotal					1,985,000.00
Total Pending Redemptions					2,514,566.49

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
June 1, 2025 through June 30, 2025

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	69,628,488.52					69,628,488.52
Savings Accounts (Monthly Summary)								
		Subtotal	6.38					6.38
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				6,352,887.58	0.00	
		Subtotal	7,670,764.05			6,352,887.58	0.00	14,023,651.63
		Total	77,299,258.95			6,352,887.58	0.00	83,652,146.53

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
June 2024 through June 2025

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	3
July	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	2
August	2024	8	73,491,006.38	1.298	1.316	1.310	0	0	25	2
September	2024	8	69,997,006.38	1.294	1.312	1.310	0	0	14	2
October	2024	6	61,121,878.63	1.292	1.310	1.310	0	0	8	2
November	2024	5	51,621,878.63	1.292	1.310	1.310	0	0	10	2
December	2024	5	66,621,878.63	1.292	1.310	1.310	0	0	8	1
January	2025	5	72,091,586.08	1.292	1.310	1.310	0	0	7	1
February	2025	5	72,091,586.08	1.292	1.310	1.310	0	0	7	1
March	2025	5	72,091,586.08	1.292	1.310	1.310	0	0	7	1
April	2025	5	69,876,494.90	1.292	1.310	1.310	0	0	7	1
May	2025	5	69,628,494.90	1.292	1.310	1.310	0	0	1	1
June	2025	4	69,628,494.90	1.292	1.310	1.310	0	0	1	1
Average		6	69,249,531.10	1.294%	1.311%	1.310	0	0	11	2

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
June 2024 through June 2025

Security Type	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	98.7	98.7	98.7	99.3	99.6	99.5	99.6	99.7	99.7	99.7	99.7	100.0	100.0	99.4%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	1.3	1.3	1.4	0.7	0.4	0.5	0.4	0.3	0.3	0.3	0.4			0.6%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
June 30, 2025

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	June 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	26,209.41
Less Accrued Interest at Beginning of Period	(0.00)	(20,191.84)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	6,017.57
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	6,017.57
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	1,680,120.25	1,680,120.25
Less Accrued Interest at Beginning of Period	(1,605,150.38)	(786,945.66)
Interest Earned during Period	74,969.87	893,174.59
Total Interest Earned during Period	74,969.87	899,192.16
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	74,969.87	899,192.16

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
June 30, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	3,233,243.84	3,233,243.84	3,233,243.84	100.00	1	1	0.334	0.339
	3,233,243.84	3,233,243.84	3,233,243.84	100.00%	1	1	0.334	0.339
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	2,106,642.00	2,106,642.00	2,106,642.00		1	1	0.000	0.000
Total Cash and Investments	5,339,885.84	5,339,885.84	5,339,885.84		1	1	0.334	0.339

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year		900.88	10,743.39	10,743.39
Average Daily Balance		4,442,948.47	4,718,634.50	
Effective Rate of Return		0.25%	0.23%	

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	3,233,243.84	3,233,243.84	3,233,243.84	0.339		0.339	1	
Subtotal and Average			3,233,243.84		3,233,243.84	3,233,243.84	3,233,243.84			0.339	1	
Total and Average			4,442,948.47		3,233,243.84	3,233,243.84	3,233,243.84			0.339	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
June 30, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	2,106,642.00	2,106,642.00	2,106,642.00			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			4,442,948.47		5,339,885.84	5,339,885.84	5,339,885.84			0.339	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2025

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	3,233,243.84	3,233,243.84	3,233,243.84	0.339	1	0.339	49,171.76	0.00	
Subtotal and Average			3,233,243.84		3,233,243.84	3,233,243.84	3,233,243.84	0.339	1	0.339	49,171.76	0.00	
Total and Average			4,442,948.47		3,233,243.84	3,233,243.84	3,233,243.84	0.339	1	0.339	49,171.76	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
June 30, 2025

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	2,106,642.00	2,106,642.00	2,106,642.00	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			4,442,948.47		5,339,885.84	5,339,885.84	5,339,885.84	0.205	1	0.205	49,171.76	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
June 30, 2025

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	3,233,243.84	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		3,233,243.84	3,233,243.84
Local Agency Investment Funds Totals			3,233,243.84				0.334	0.339		0.00	3,233,243.84	3,233,243.84
Investment Totals			3,233,243.84				0.334	0.339		0.00	3,233,243.84	3,233,243.84

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
June 30, 2025

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	2,106,642.00			08/31/2019	0.000	0.000	09/30 - Monthly		2,106,642.00	2,106,642.00
Cash Totals			2,106,642.00							0.00	2,106,642.00	2,106,642.00
Total Cash and Investments			5,339,885.84				0.334	0.339		0.00	5,339,885.84	5,339,885.84

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
June 1, 2025 through June 30, 2025

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	3,233,243.84					3,233,243.84
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				1,290,515.00	618,636.12	
		Subtotal	1,434,763.12			1,290,515.00	618,636.12	2,106,642.00
		Total	4,668,006.96			1,290,515.00	618,636.12	5,339,885.84

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
June 2024 through June 2025

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2024	2	3,057,844.89	0.334	0.339	0.339	0	0	1	1
July	2024	2	3,124,242.88	0.334	0.339	0.339	0	0	1	1
August	2024	2	3,124,242.88	0.334	0.339	0.339	0	0	1	1
September	2024	2	3,124,242.88	0.334	0.339	0.339	0	0	1	1
October	2024	2	3,161,236.07	0.334	0.339	0.339	0	0	1	1
November	2024	2	3,161,236.07	0.334	0.339	0.339	0	0	1	1
December	2024	2	3,161,236.07	0.334	0.339	0.339	0	0	1	1
January	2025	2	3,198,002.21	0.334	0.339	0.339	0	0	1	1
February	2025	2	3,198,002.21	0.334	0.339	0.339	0	0	1	1
March	2025	2	3,198,002.21	0.334	0.339	0.339	0	0	1	1
April	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
May	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
June	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
Average		2	3,169,847.68	0.334%	0.339%	0.339	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
June 2024 through June 2025

Security Type	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														
Checking Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
June 30, 2025

Page 1

	June 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	49,171.76	49,171.76
Less Accrued Interest at Beginning of Period	(48,270.88)	(38,428.37)
Interest Earned during Period	900.88	10,743.39
Total Interest Earned during Period	900.88	10,743.39
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	900.88	10,743.39



ITEM # 22

**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 RESOLUTION NO 25-61 APPROVING THE EXCHANGE OF
“PROPOSITION A” LOCAL RETURN FUNDS WITH THE
MONTEBELLO BUS LINES (MBL)**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-61 Approving the Exchange of Los Angeles County Metropolitan Transit Authority (Metro) “Proposition A” Local Return Funds with the Montebello Bus Lines; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$2,500,000 in Account Nos. 210-99-7000.15 (Proposition A, Transfer Out to Transit Fund) and 600-99-4999.76 (Transit, Transfer In from Proposition A); and \$1,750,000 in Account Nos. 600-99-7000.10 (Transit, Transfer Out to General Fund) and 100-99-4999.15 (General Fund, Transfer In from Transit Fund); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City receives in excess of \$1.5 million annually in Los Angeles County Metropolitan Transit Authority (Metro) Proposition A Local Return Funds (LRF). The Fiscal Year 2025-26 adopted budget anticipates more than \$1.6 million in Proposition A funds (Fund 210). The City also receives Proposition C, Measure M and Measure R Local Return Funds (LRF) from Metro.

The adopted Capital Improvement Program (CIP) budget for FY 2025-26 includes use of all LRF funding sources for various road improvement and maintenance projects. In addition to the “Public Works” Proposition A funds, the City’s Transit operation receives

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

Page 2 of 3

a separate allocation of Proposition A funds, \$6.1 million in the current fiscal year. Each LRF funding source has restrictions on its use, and Proposition A funds – the non-Transit portion – can be more difficult to spend because of the restrictions (more so than the other LRF revenues). Metro requires all sources of LRF revenue to be spent within three years of receipt. Local jurisdictions must not allow LRF revenue to “lapse,” otherwise they are required to remit the “lapsed” amounts back to Metro.

Metro does allow cities to exchange Proposition A funds, and Montebello has done so in the past with the cities of Pasadena and Commerce. Staff discussed with Montebello Bus Lines staff the possibility of doing an exchange, and given the likelihood of prior funds lapsing, it is recommended that an exchange occur. The benefit of this exchange is that these funds remain in the City, benefiting both the General Fund and Transit operations (Montebello Bus Lines).

The proposal is to exchange \$2,500,000 in Montebello's uncommitted Proposition A funds, and in exchange the Montebello Bus Lines will “pay” \$1,750,000 for these funds. This exchange rate of 70 cents of Montebello Bus Lines revenue for each dollar of Proposition A funds is consistent with the rate from prior exchanges.

The \$1,750,000 will be recorded in the General Fund, increasing revenues for FY 2025-26 and providing additional unrestricted revenue for essential services such as public safety, park maintenance, community services, road maintenance, etc. The exchange of Proposition A funds will not impact the FY 2025-26 CIP budget or any prior projects approved by Metro or the City Council.

This exchange requires amending the Fiscal Year 2025-26 budget by increasing appropriations by \$2,500,000 in Account Nos. 210-99-7000.15 (Proposition A, Transfer Out to Transit Fund) and 600-99-4999.76 (Transit, Transfer In from Proposition A); and \$1,750,000 in Account Nos. 600-99-7000.10 (Transit, Transfer Out to General Fund) and 100-99-4999.15 (General Fund, Transfer In from Transit Fund).

BACKGROUND/DISCUSSION:

The City annually receives non-Transit Proposition A funds from Metro and is projected to receive over \$1.6 million in FY 2025-26. These funds are more restrictive than other LRF revenue, and the City has had difficulty in prior years avoiding the lapsing of these funds.

The City approached Montebello Bus Lines to exchange funds – similar to arrangements made previously with the Cities of Commerce and Pasadena. The exchange would prove beneficial to both parties: Montebello Bus Lines would receive \$2,500,000 in Proposition A funds to be used for various transit-related purposes that would enhance ridership experience, while the General Fund would receive \$1,750,000 in revenue and avoid a “lapsing” finding by Metro; and by extension avoid having to remit these funds back to Metro. The attached resolution (Attachment A) would approve this exchange, memorializing the exchange rate and amounts.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council adopt Resolution No. 25-61 (Attachment A) approving the exchange of Proposition A funds with Montebello Bus Lines. This exchange requires amending the Fiscal Year 2025-26 budget by increasing appropriations by \$2,500,000 in Account Nos. 210-99-7000.15 (Proposition A, Transfer Out to Transit Fund) and 600-99-4999.76 (Transit, Transfer In from Proposition A); and \$1,750,000 in Account Nos. 600-99-7000.10 (Transit, Transfer Out to General Fund) and 100-99-4999.15 (General Fund, Transfer In from Transit Fund).

ATTACHMENT(S)

1. Attachment A - Resolution 25-61

RESOLUTION NO. 25-61

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, APPROVING AN EXCHANGE OF
PROPOSITION A FUNDS WITH THE MONTEBELLO BUS LINES**

RECITALS

WHEREAS, Proposition A ("Prop A") Funds in the County of Los Angeles are restricted for transit purposes only; and

WHEREAS, many local agencies have had difficulties expending allocated Prop A Funds due to said restricted purposes; and

WHEREAS, the Los Angeles Metropolitan Transportation Authority ("LACMTA") which administer such funds, has allowed local agencies that can expend the restricted Prop A Funds to exchange unrestricted revenues for the right to use another city's Prop A Funds for approved projects; and

WHEREAS, such exchanges usually involve an agreement by a local agency that can utilize the restricted Prop A Funds to pay the local agency that has available Prop A Funds a sum that is less than the amount of the Prop A Funds; and

WHEREAS, the local agency that can utilize the restricted Prop A Funds is therefore able to obtain these funds at a discounted rate while the other local agency that cannot utilize its Prop A Funds is able to receive unrestricted funds that can be put to use for other purposes; and

WHEREAS, the City of Montebello has a need for additional funds for capital improvement and maintenance projects of the City's infrastructure that are not eligible Prop A expenditures; and

WHEREAS, the Montebello Bus Lines can utilize the funds to provide various transit related service that would enhance ridership and contribute funding to other transit projects that are eligible for Prop A Funds; and

WHEREAS, the City of Montebello has uncommitted funding authority for Proposition A Local Return Funds that can be made available to the Montebello Bus Lines; and

WHEREAS, the City of Montebello is willing to assign Two Million Five Hundred Thousand Dollars (\$2,500,000) of its uncommitted Proposition A Local Return Funds to the Montebello Bus Lines in exchange for the assignment by Montebello Bus Lines of One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000) of its general funds to the City of Montebello; and

WHEREAS, the transaction set forth above is contingent upon approval by the LACMTA.

RESOLUTION NO. 25-61

Page 2 of 3

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

SECTION 1. The Proposition A Fund Trade between the City of Montebello and the Montebello Bus Lines is hereby approved. The City Manager is authorized to execute the Agreement for and on behalf of the City of Montebello and take such other action(s) as necessary to carry out the purpose of this Resolution.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution and it shall become effective immediately upon approval.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 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. 25-61 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 25-61

Page 3 of 3

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 # 23

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE GATEWAY COUNCIL OF GOVERNMENT FIBER OPTIC NETWORK BROADBAND RIGHT-OF-WAY AGREEMENT NO. 4363**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the Right-of-Way Use Agreement with the Gateway Cities Council of Governments (GCCOG) for the installation, maintenance, and operation of the Gateway Cities Regional Fiber Optic Network within the City's boundaries; and
2. Authorize the City Manager to execute the Agreement, including approving finalized plans and any other actions in connection with the Agreement; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the approval and execution of this agreement.

BACKGROUND/DISCUSSION:

The Gateway Cities Council of Governments (GCCOG) pursued a \$46.1 million grant from the California Public Utilities Commission (CPUC) and entered into a Joint Build Agreement with the California Department of Technology (CDT) to design and construct the Gateway Cities Regional Fiber Optic Network (Network) for a total of \$103 million for the purpose of furthering digital equity and expanding connectivity, competition, affordability, and access in the Gateway region.

Private companies have traditionally been responsible for deploying the infrastructure required to provide Internet access to communities; however, they have not consistently

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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invested in the infrastructure to deliver high-speed broadband via a fiber network. In an effort to satisfy this unserved need, local governments have actively analyzed the benefit of investing in fiber network infrastructures to facilitate broadband service.

One of the benefits of investing in a broadband infrastructure is closing the digital divide and enhancing economic development by supplying high-speed Internet access to residents and businesses. Additionally, businesses that require extensive bandwidth for conducting business are able to capitalize on the community's infrastructure investment. As a part of its membership in the GCCOG, the City has engaged in the development of the Network, which is being designed to deliver high-speed broadband to the city halls of participating cities and create an opportunity for greater broadband connectivity for residents and businesses in those cities.

The Network is being designed to establish 885,444 feet of new fiber optic backbone cable throughout the Gateway region and interconnect with sections of the Statewide Middle Mile Backbone Network (MMBN). Additionally, the Network is being designed to deliver quality scalable broadband to 4,254 unserved locations as determined by CPUC standards.

The current design includes 489,046 feet of underground fiber and 184,402 feet of aerial fiber, upsizing of existing fiber plant. It will also utilize existing partner fiber network. The underground routes for the fiber will be placed within existing rights-of-way while all aerial routes will be attached to pre-existing poles. The fiber routes will ensure redundancy and future capacity with the construction of new and existing conduits within previously disturbed rights-of-way with a 288 strand of fiber cable.

The attached Right-of-Way Use Agreement (Attachment A) between the City and the GCCOG will allow the City to utilize the Network by granting the GCCOG access to and encroachment of the City's rights-of-way in perpetuity for the purpose of installing, operating, and maintaining the Network. Exhibit A to the Agreement shows the current network design within the boundary of the City, and Exhibit B shows the current entire Network design.

The Agreement will grant the City the right to use two (2) strands of dark fiber for municipal purposes (City Strands). The CGCOG will maintain the City Strands for the useful life of the asset. However, the City will be responsible for any required electronics, connections, improvements and equipment required to utilize the City Strands. The City will not have the right to transfer or assign the use of the City Strands.

The Network design as depicted in Exhibits A and B of the Agreement (Attachment A) may change due to factors unforeseen before and even during construction, which is common for a project of this magnitude. The GCCOG will work with City staff throughout the construction of the Network within the City's boundaries and will provide the City with as-built maps within sixty (60) days of completion of construction and final inspections.

ENVIRONMENTAL:

The GCCOG as the lead agency for the project has determined that the project is

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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categorically exempt from CEQA pursuant to Public Resources Code § 21080.51 and CEQA Guidelines Sections 15301, 15302, 15303, and 15304 because the project consists of linear broadband deployment in a right-of-way by a public entity and meets the requirements of subsection (a) of Public Resources Code § 20180.51. Construction of the project will occur within existing trenches and/or previously disturbed areas and require minor trenching and backfilling. Installation will take place within city rights-of-way which are currently occupied with existing utilities, including fiber network lines with no expected expansion of physical footprint. The Network consists of underground and aerial fiber infrastructure and any small structures will be buried underground. Any above-ground fibers will be placed on existing utility poles.

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve the Right-of-Way Use Agreement (Attachment A) with the Gateway Cities Council of Governments (GCCOG) to support the installation and operation of a regional fiber optic broadband network. Funded in part by a \$46.1 million CPUC grant, this \$103 million project aims to improve digital equity, broadband access, and economic development across the Gateway region. The agreement grants GCCOG the right to install and maintain fiber infrastructure within Montebello's public rights-of-way. In return, the City will receive access to two strands of dark fiber for municipal use.

ATTACHMENT(S)

1. Attachment A - Right-of-Way Use Agreement No. 4363

**RIGHT-OF-WAY USE AGREEMENT NO. 4363
BETWEEN THE CITY OF MONTEBELLO
AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS
FOR THE GATEWAY CITIES REGIONAL FIBER OPTIC NETWORK**

This Right-of-Way Use Agreement ("Agreement") is made by and between the City of Montebello ("City") and the Gateway Cities Council of Governments ("GCCOG"). City and GCCOG are each a "Party" and collectively known as the "Parties."

RECITALS

A. GCCOG has entered into a Joint Build Agreement with the California Department of Technology ("CDT") and has been awarded a grant by the California Public Utilities Commission ("CPUC") to design and construct the Gateway Cities Regional Fiber Optic Network ("GCRFON"), for the purpose of furthering digital equity and expanding connectivity, competition, affordability, and access for its participating member cities.

B. City desires to participate in the GCRFON project and grant GCCOG the right to use certain portions of its public rights-of-way ("ROW") for the purpose of installing, maintaining, and operating the GCRFON, as more fully set forth herein.

C. The City Council determines that participating in the GCRFON project serves the public interest, is beneficial for the broadband connectivity of City facilities, and creates an opportunity for greater broadband connectivity for its residents and businesses.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the Parties agree as follows:

1. GCCOG AUTHORIZATION TO ENCROACH UPON CITY PUBLIC RIGHTS-OF-WAY

A. **Authorization.** City hereby grants GCCOG a license to encroach under, on, and along its ROW for the purpose of the installation, maintenance, and operation of the GCRFON upon various portions of City ROW, as more specifically depicted in Exhibit A attached hereto and incorporated herein, as may be modified or changed in the final design. GCCOG shall not be required to pay any fees or to obtain any other license or permit from City for the purpose of installing, maintaining, and/or operating the GCRFON.

B. **Term.** This license is granted in perpetuity.

C. **City's Use of the GCRFON.** City shall have the right to utilize two (2) strands of dark fiber, for non-commercial purposes, along the path preliminarily identified in Exhibit B attached hereto and incorporated herein, as may be modified or changed in the final design ("City Strands"). No rent or license fee shall be payable to GCCOG from City for City's use of the City Strands. GCCOG, at no cost to City, shall maintain the City Strands for the useful life of the asset, and City shall provide at City's cost, all electronics,

connections, and other improvements and equipment needed to utilize the City Strands. City shall not have the right to transfer or assign the use of the City Strands.

2. GCCOG'S RESPONSIBILITIES

A. Construction. GCCOG shall communicate and coordinate with City staff regarding the design and construction of the GCRFON. GCCOG shall provide to City staff completed engineering plans, traffic control plans, dates and schedules for construction activities, and other construction details as may arise. GCCOG shall provide City with as-built maps within sixty (60) days of completion of construction and final inspections.

B. Damage to Property. GCCOG shall assume all responsibility for all damage to property (including the GCRFON) that may arise from or be caused by GCCOG's performance under this Agreement or by the performance of any other party which GCCOG directly or indirectly employs to perform under this Agreement. Any damage to any property or public right-of-way resulting from the installation, maintenance, and operation of the GCRFON by GCCOG shall be caused to be repaired by GCCOG at no expense to City and to the reasonable satisfaction of City.

C. Relocation. GCCOG shall remove or relocate, at City's cost and/or expense, the GCRFON, or any part of it, if and when made necessary by either the installation, abandonment, change of grade, alignment or width of any street, sidewalk or other public facility or the construction, maintenance or operation of any City or other public agency underground or aboveground facilities (including, by way of example and not limitation, any sewer, storm drain, conduits, gas, water, electric or other utility systems or pipes), provided that City or other public agency is acting in its governmental capacity. In the event all or any portion of any ROW occupied by GCRFON is needed by City or other public agency for a governmental purpose or in the event the existence of GCRFON or any part of it shall be considered detrimental to the public health, safety, welfare, or convenience or to governmental activities including, but not limited to, interference with City or other public agency construction projects, or is in conflict vertically and/or horizontally with any proposed City or other public agency installation, GCCOG shall remove and relocate GCCOG Fiber Network or the involved part of it, at City's or other public agency's cost and/or expense, to such other location or locations in the public rights-of-way as may be designated by City or other public agency. City or other public agency must provide written notice to GCCOG at least one hundred eighty (180) days in advance of the need for such removal or relocation.

D. Dig Alerts. GCCOG shall become a member of the Underground Service Alert of Southern California ("DigAlert") and agrees to maintain and keep current its membership in DigAlert throughout the term of this Agreement, and to comply with applicable noticing and other requirements.

3. CITY RESPONSIBILITIES

To facilitate GCCOG's buildout of the GCRFON with minimal disruption to the general

public, City agrees, to the best of its ability during the construction period, to cooperate with GCCOG to coordinate the design and construction of the GCRFON, including, but not limited to, traffic management and notices to residents and businesses. City shall designate a point-of-contact for communications with GCCOG for GCRFON-related activities. The City Manager or designee shall have the authority to issue any needed approvals on behalf of City regarding the GCRFON.

4. OTHER TERMS

A. Responsibility for Costs. Except as specified otherwise herein, each Party will be responsible for and bear its own costs and expenses incurred at any time in connection with the performance of its responsibilities under this Agreement.

B. Dispute Resolution.

i. If a dispute arises between the parties relating to this Agreement, the Parties agree to use the following procedure prior to resorting to judicial relief by a court of competent jurisdiction: A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with and pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement. Each Party shall pay their own costs of mediation. The Parties shall jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the JAMS if they have been unable to agree upon such appointment within twenty (20) days from the conclusion of the negotiation period. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days.

ii. If the Parties are not successful in resolving the dispute through mediation as described above, the Parties may pursue any remedy at law or in equity by a court of competent jurisdiction.

iii. Notwithstanding the provisions of this subsection, either Party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement or to enjoin the other Party from an asserted breach thereof on a showing that the moving Party would otherwise suffer irreparable harm.

C. Indemnity and Defense.

i. GCCOG shall defend, indemnify, and hold City, its elected officials, officers, agents, employees, and volunteers, harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GCCOG, its

officers, agents, or employees.

ii. City shall defend, indemnify and hold GCCOG, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents, employees.

D. Notices. All notices required or provided for under this Agreement shall be in writing, delivered in person or by certified mail, return receipt requested, addressed to the parties as indicated, below. Any notice so delivered shall be effective on the date of its delivery. Any party may change its address for notice by giving ten (10) days' notice of such change in the manner provided for in this paragraph. Notices may be served as follows:

To City: City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640
Attention: City Manager

To GCCOG: Gateway Cities Council of Governments
16401 Paramount Blvd
Paramount, CA 90723
Attention: Executive Director

E. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of California. Any dispute or controversy arising under or related in any way to this Agreement shall be adjudicated by a state court of competent jurisdiction located in Los Angeles County, California.

F. Prevailing Party. If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing party reasonable costs and expenses in such amount as the court or arbitrator may adjudge to be reasonable attorney's fees and costs incurred by the prevailing Party in such action or proceeding.

G. Assignment. GCCOG may sell, assign, transfer or lease any interest in those portions of the GCCOG Fiber Network within the City or assign or transfer any of its rights or obligations in this Agreement with prior written notice to City.

H. No Waiver. A waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this agreement, whether of the same or different character.

I. Severability. If any part of this Agreement is held invalid, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable, or otherwise frustrate the purposes of this Agreement.

J. Independent Contractor. The Parties are independent entities and are not to be, and shall not be, construed as joint venturers, partners, employer/employee, or agents one of the other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement.

K. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

L. Captions. The captions herein are for convenience and references only and are not a part of this Agreement and do not in any way limit, define or amplify the terms and provisions hereof.

M. Entire Agreement. This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements with respect to the subject of this Agreement. No amendment or modification to the Agreement shall be valid and binding unless in writing and signed by authorized representatives of the Parties.

N. Authority to Execute this Agreement. Each person executing this Agreement on behalf of a Party warrants and represents that they have the authority to execute this Agreement on behalf of that Party and the authority to bind that Party to the provisions of this Agreement.

O. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Agreement to be executed as of the date of the last signature below.

[SIGNATURE PAGE FOLLOWS]

CITY OF MONTEBELLO

By: _____
Salvador Melendez, Mayor

Date: _____

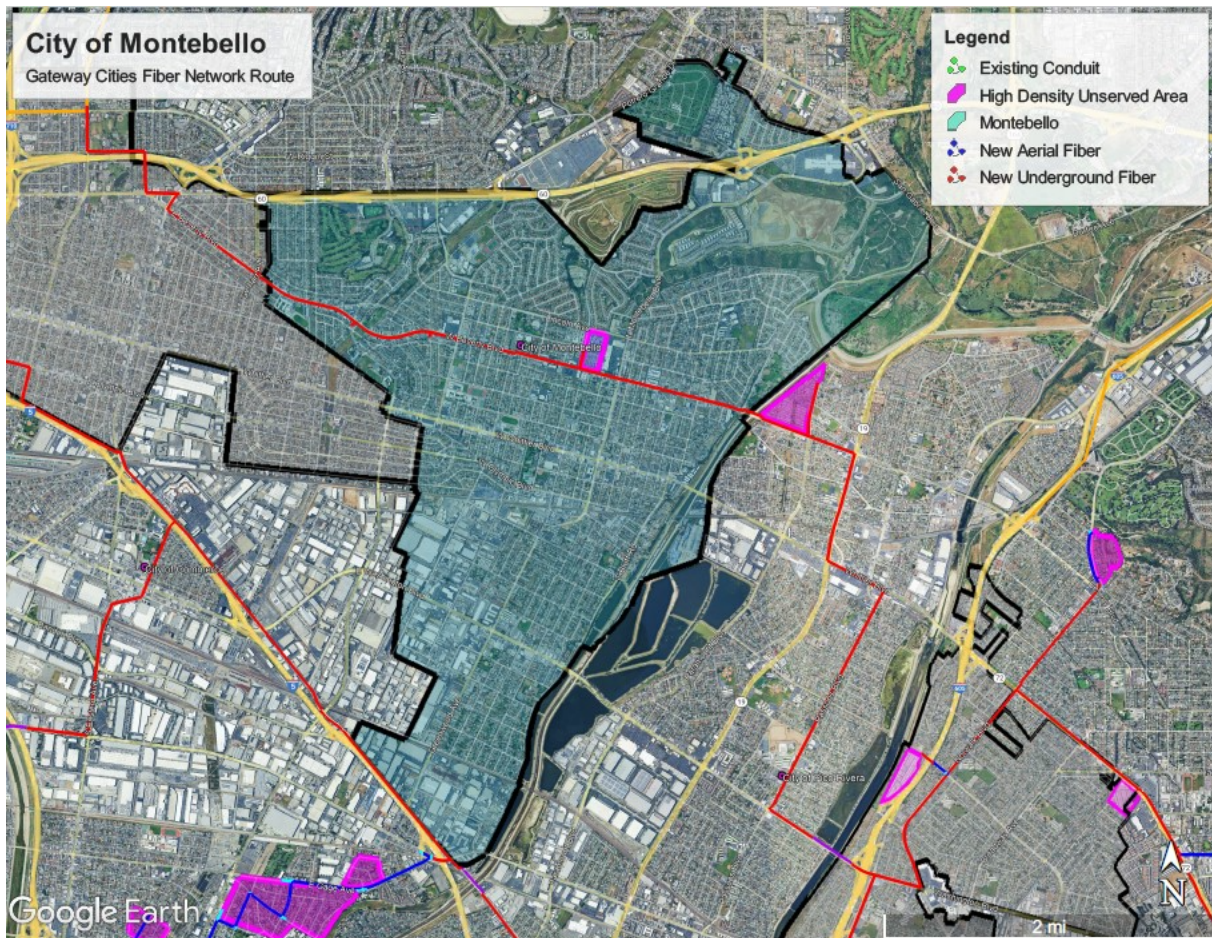
GATEWAY CITIES COUNCIL OF GOVERNMENTS

By: _____
Hector De La Torre,
Executive Director

Date: _____

EXHIBIT A

City Route Design



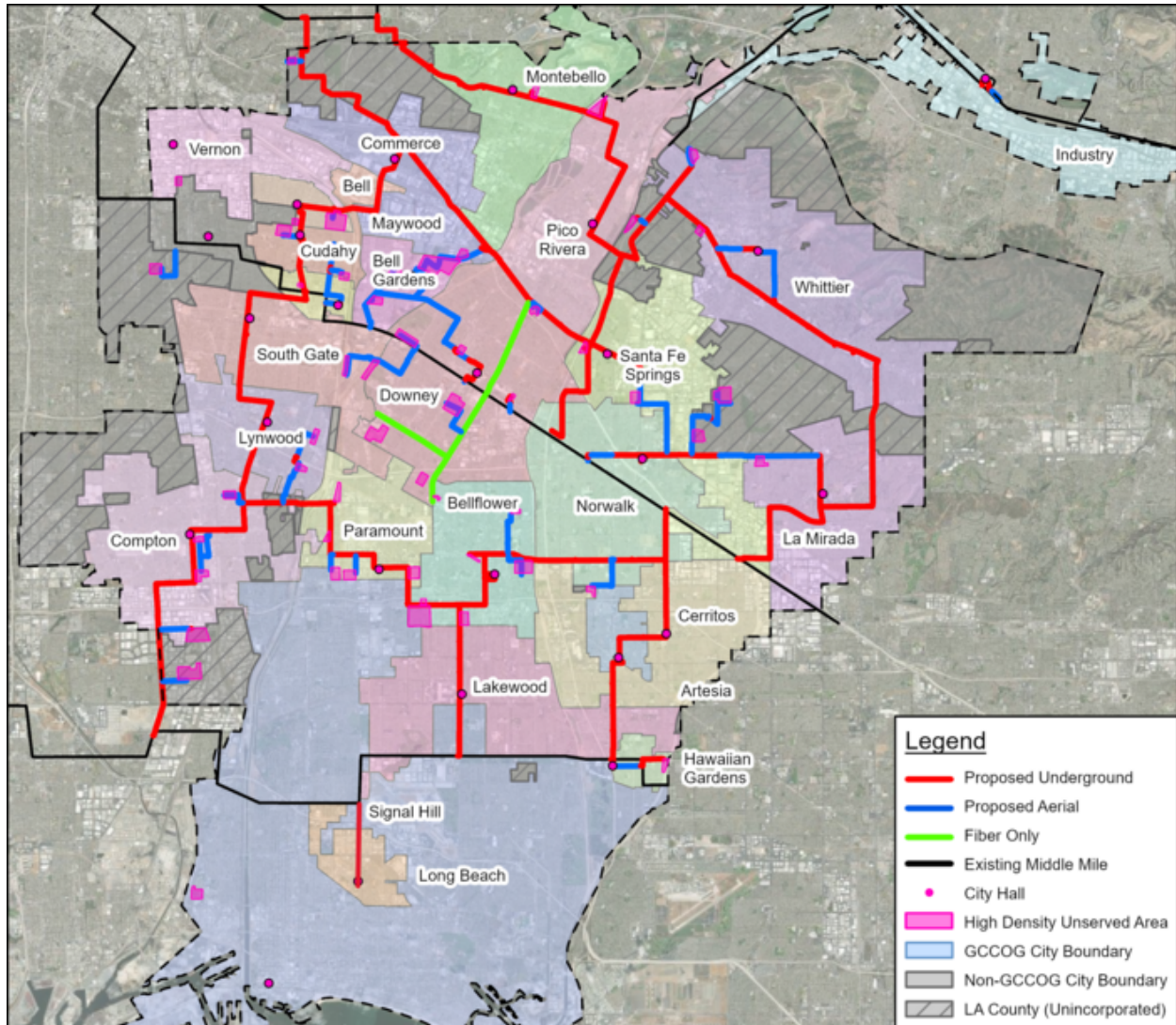
Route Description Based on Current Design

Underground begins near S Bluff Road and runs Northwest for 1 mile, along Telegraph Road.

Near the Rio Hondo Bike Path, underground runs West 1.07 miles along W Beverly Boulevard until reaching Howard Avenue. It then runs North along Howard Avenue for .12 miles before stopping. Four about 2 miles, underground continues West, following W Beverley Boulevard until reaching city limits.

EXHIBIT B

Gateway Cities Regional Fiber Optic Network Design





ITEM # 24

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 25-60 APPROVING THE CITY OF MONTEBELLO'S TITLE VI IMPLEMENTATION PLAN**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-60 adopting the City of Montebello's Title VI Implementation Plan; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of this resolution. The California Department of Transportation (Caltrans) requires the City to comply with Federal Highway Administration (FHWA) Title VI of the Civil Rights Act in order to be eligible for future federal and state funding opportunities. This is accomplished through the adoption of the Title VI Implementation Plan.

BACKGROUND/DISCUSSION:

In 1964, Title VI of the Civil Rights Act was created, which prohibits discrimination based on race, color, or national origin. Similar statutes were later created that extend discrimination protections for sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law. Caltrans is tasked with ensuring that the City complies with FHWA regulations in order to receive federal dollars. To ensure compliance, Caltrans and the FHWA require the adoption of the Title VI Implementation Plan (Attachment B).

The FHWA has developed the following Title VI requirements:

1. Title VI Coordinator. The local agency shall designate a Title VI Coordinator who has a responsible position in the organization and easy access to the head of the agency.
2. Title VI Nondiscrimination Statement. The local public agency must develop a Title VI policy statement for signature by the head of the agency.
3. Dissemination of Title VI Information. The local agency shall develop Title VI information for dissemination to the public and, where appropriate, in languages other than English.
4. Title VI Assurances in Contract Documents and Agreements. The local agency federal-aid contract documents and agreements shall incorporate Title VI assurances.
5. Title VI Training for Local Agency Staff. The local agency shall provide Title VI training for its managers, supervisors, and staff with frequent public contact every two years.
6. Data Collection. The local agency shall develop procedures for the collection of statistical data of participants in, and beneficiaries of, federally funded roadway projects.
7. Title VI Implementation Program Plan. The local agency subject to Title VI shall develop a written plan for enforcement which sets out its priorities and procedures.
8. Title VI Accomplishments and Goals Report. Develop a Title VI Annual Accomplishment and Goals Report for the past year and goals for the next year.
9. Title VI Complaint Procedures. A local agency that receives federal financial assistance is required to adopt procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging discrimination on the basis of race, color, or national origin.

Staff completed the above-mentioned items to achieve compliance with FHWA's requirements. The proposed Title VI Implementation Plan provides information as to how the City will meet or exceed the FHWA Title VI requirements. City Council's adoption of the Title VI Implementation Plan is the final step in allowing the City to achieve compliance with Caltrans and FHWA's Title VI requirements.

Caltrans requires a City Council adopted resolution (Attachment A) to receive Federal and/or State funding. The resolution delegates authority to the City Manager and/or the Director of Public Works to execute any and all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and Fund Transfer Agreements and/or any amendments.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Resolution No. 25-60 (Attachment A), adopting the City of Montebello's Title VI Implementation Plan. This adoption will ensure that the City is in compliance with Caltrans and the Federal Highway Administration (FHWA), and will be eligible for future federal and state funding opportunities.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-60
2. Attachment B - Title-VI-Implementation Plan
3. Attachment C - APPENDIX A US DOT 1050.2A Montebello
4. Attachment D - APPENDIX B TITLE VI NOTICE TO THE PUBLIC
5. Attachment E - APPENDIX C TITLE VI COMPLAINT FORM
6. Attachment F - Title VI Non-Discrimination Policy Montebello
7. Attachment G - WEBSITE Title VI Program
8. Attachment H - Organizational Chart
9. Attachment I - MASTER AGREEMENT - ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS

RESOLUTION NO. 25-60

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND AUTHORIZING THE ADOPTION OF THE TITLE VI
IMPLEMENTATION PLAN**

RECITALS

WHEREAS, Title VI of the Civil Rights Act was created in 1964, prohibiting discrimination based on race, color, or national origin; and; and

WHEREAS, similar statutes were later created that extend discrimination protections for sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law; and

WHEREAS, the City is required to comply with Title VI of the Civil Rights Act as a condition of receiving federal funds from the Federal Highway Administration (FHWA); and

WHEREAS, the State Department of Transportation (Caltrans) and the FHWA require that the City adopt a Title VI Implementation Plan that provides guidance for compliance with Title VI.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the City Manager and/or the Director of Public Works to execute all necessary Title VI documents.

SECTION 2. The City Council adopts the Title VI Implementation Plan.

SECTION 3. This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-60 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 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



MONTEBELLO

Local Agency Federal Highway
Administration (FHWA)
Title VI Implementation Plan

City of Montebello, Public Works Department

June 2025



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I. TITLE VI/NON-DISCRIMINATION POLICY STATEMENT

It is the policy of City of Montebello that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of City of Montebello Department of Public Works as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of the City of Montebello, including its contractors and anyone who acts on behalf of City of Montebello Department of Public Works. This policy also applies to the operations of any department or agency to which the City of Montebello extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

The City of Montebello affirms the recipient's commitment to non-discrimination and assures that every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not.

(Top Agency or Department Official)

Date

II. TITLE VI ASSURANCES

DOT 1050.2A Title VI Assurance form: Signed Form in APPENDIX A

Non-Discriminatory Legislation:

Title VI of the Civil Rights Act of 1964 – Provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving Federal financial assistance (as implemented through 23 CFR 200.9 and 49 CFR 21).

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.) – Prohibits discrimination on the basis of sex by recipients and sub-recipients of Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 – Prohibits discrimination on the basis of disability by recipients and sub-recipients of Federal financial assistance.
The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.) – Prohibits discrimination on the basis of age by recipients and sub-recipients of Federal financial assistance.

The Civil Rights Restoration Act of 1987 (Public Law 200-209) – Clarifies that the original intent of Congress in Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 was to apply the non-discrimination statutes to all programs and activities of Federal-aid recipients, sub-recipients, contractors and vendors, whether all such programs are federally assisted or not.

Executive Order (EO) 13166, "Improving Access to Services for Persons with Limited English Proficiency," was officially rescinded by President Trump with the issuance of EO 14224, which designates English as the official language, but does not eliminate Title VI protections. Even though EO 14224 rescinded EO 13166, Title VI of the Civil Rights Act of 1964 remains in full effect.

This means:

- Title VI prohibits language-based national origin discrimination.
- LPAs must continue to provide meaningful access to programs, services, and activities for Limited English Proficiency (LEP) individuals.
- US Department of Justice (DOJ) guidance and court interpretations reinforce this requirement.

The City will continue to ensure LEP is accessible under Title VI.

III. ORGANIZATION, STAFFING, AND STRUCTURE

City of Montebello is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 CFR Part 200 and 49 CFR Part 21.

The City of Montebello has created the positions of Title VI Coordinator and Assistant Title VI Coordinators to ensure implementation of the agency's Title VI program. The position of Title VI Coordinator is located within the Public Works Department.

Title VI Coordinator:

- Name: Cesar Roldan
- Title: Director of Public Works
- Contact Information: CRoldan@montebelloca.gov

The Title VI Coordinator is responsible for:

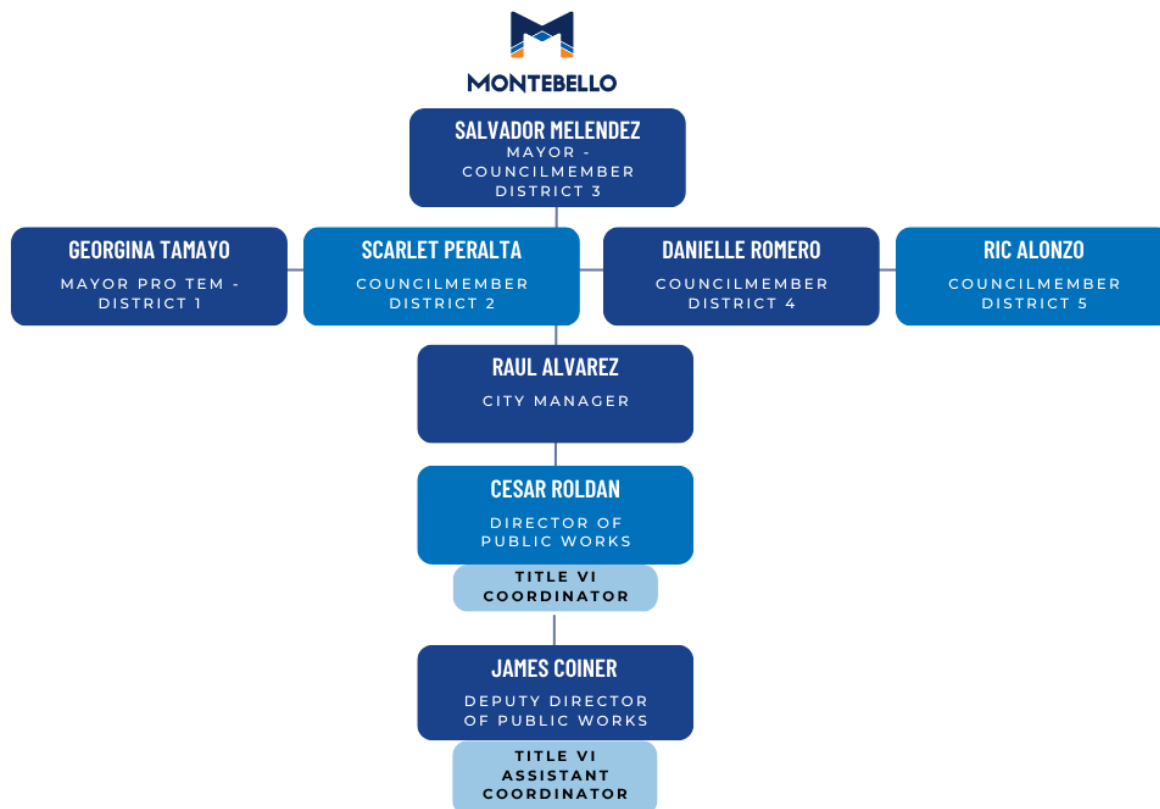
- Overseeing Title VI program implementation
- Submitting a Title VI plan and annual reports on the agency's behalf
- Developing procedures for the prompt processing and disposition of complaints
- Processing complaints, compiling a complaint log, and reporting to Caltrans
- Developing procedures for the collection and analysis of statistical data
- Developing a program to conduct Title VI reviews of program areas
- Conducting annual Title VI assessments of pertinent program areas
- Developing Title VI information for dissemination
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary
- Maintains open line of communication with City Manager, City Council, and other City leadership positions as necessary to facilitate the Title VI Program requirements in a timely manner.

Assistant Title VI Coordinator:

- Name: James Coiner
- Title: Deputy Director of Public Works
- Contact Information: JCoiner@montebelloca.gov

The Assistant Title VI Coordinator is responsible for:

- Assumes role and duties of Title VI Coordinator when the Coordinator is unavailable.
- Works directly with Title VI Coordinator to ensure program compliance is met.
- Ensures that all applicable staff are present for Title VI training, and are following Title VI procedures through work with the public, contractors, and consultants.



IV. TITLE VI NOTICE TO THE PUBLIC

As a recipient of federal funding, the City of Montebello is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in all federally funded programs and activities. In accordance with federal requirements, this Title VI Notice to the Public informs individuals of their rights and provides information on how to file a complaint if they believe they have been subjected to discrimination. Montebello strives to promote equitable access to transportation programs, services, and decision-making processes for all community members. The city has included the Title VI Notice of Rights to the Public, found in APPENDIX B of this document.

The notice will be disseminated to the public through the City departments, translated into Spanish, and posted on the City website.

VI. TITLE VI TRAINING

The City of Montebello Public Works Department will provide Title VI and related statute training to all Public Works staff with frequent public contact in the administration of federal-aid programs. These trainings will occur at a minimum every two years, and within six months of hiring a new employee. The trainings will be conducted by the Title VI Coordinator, online through presentations, or through trainings hosted by Caltrans. Additionally, links to Caltrans, FHWA, and other applicable agency resources for Title VI and related statutes will be posted on the City's website at https://www.montebellocity.gov/departments/public_works.

In particular, the following items will be covered in trainings:

- Review of the City's Title VI Implementation Plan and other relevant documents
- Language assistance services
- How to handle potential complaints
- Where to seek assistance for Title VI questions and concerns

V. TITLE VI COMPLAINT PROCEDURES

The City of Montebello Public Works Department is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and other non-discriminatory authorities, such that no person shall be excluded from participation in or be denied the benefits of any program or activity conducted by the City of Montebello Public Works Department on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law. The City of Montebello will make every effort to ensure nondiscrimination in all of its services, programs, and activities, whether they are federally funded or not, and that services and benefits are fairly distributed to all people, regardless of race, color, or national origin (including LEP). The Title VI Coordinator will only process complaints that are complete. Outline of how Title VI complaints are handled:

- 1) How to File: Any person that believes they have been discriminated against on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law by the City of Montebello Public Works Department, its contractors, consultants or any other party that acts on behalf of the Public Works Department may file a Title VI complaint by completing and submitting the City's Title VI Complaint Form (Appendix C), which can be found displayed in the City Hall lobby, and online https://www.montebellocity.gov/departments/public_works.
- 2) Timeline: The City's Title VI Coordinator will process complaints received and shall acknowledge receipt within 10 business days; resolution within 60 days.
- 3) Validation: The agency would validate the complaint and send to Caltrans for processing. Make sure there is a complaint log as well as a complaint form for the public to file Title VI complaints
- 4) Decision: Issue findings to the complainant and corrective actions if needed.
- 5) Appeal: Information on how to appeal decisions.

Once the Title VI complaint is received, the Title VI Coordinator will log the complaint and verify that for completeness and jurisdiction, then forward the complaint to Caltrans, to be submitted to the FHWA Division Office. The Title VI Coordinator will also begin processing the complaint by entering said complaint into the City's Title VI Discrimination Complaint Log, and conducting an internal investigation. Once a finding has been determined/received, the City's Title VI Coordinator will provide said finding to the complainant within ten business days via letter and/or email.

Complaints Processed Under the Federal Highway Administration

- Title VI complaints filed with Caltrans in which Caltrans is named as the Respondent will be forwarded to the FHWA Division Office. The Complainant will receive an acknowledgement letter informing them that the complaint has been received and forwarded to the FHWA.
- Per the FHWA Guidance Memorandum, Processing of Title VI Complaints, dated June 13, 2018, all Title VI complaints received by a sub-recipient are to be forwarded to Caltrans to be submitted to FHWA Division Office. Complaints should be sent within one business day of receipt via email to Title.VI@dot.ca.gov.

A person may also file a complaint directly with the FHWA and/or Caltrans by the following contact information:

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
1200 New Jersey Avenue, SE 8th Floor E81-105
Washington, DC 20590

California Department of Transportation (Caltrans)
Office of Civil Rights
Attention: Title VI Branch
P.O. Box 942874, MS 79
Sacramento, CA 94274

Should a complaint be filed with the City of Montebello Public Works and one with a federal or state agency simultaneously, the federal/state complaint will supersede the City's complaint and the City's complaint procedures will be suspended pending the federal/state agency's findings.

VI. TITLE VI COMPLAINT LOG

The City will maintain a log of all formal complaints filed. The complaint log will include the following information: Maintain a log including:

- Complaint filing date.
- Complainant's demographics (if voluntarily provided).
- Allegation summary.
- Investigation status and findings.
- Resolution or corrective action.

The complaint form used by the City can be found at the end of APPENDIX C.

VII. PUBLIC PARTICIPATION PLAN

Purpose

The City of Montebello's Public Participation Plan (PPP) is organized to work in concert with the Title VI Plan and the Language Access Policy. The purpose of the PPP is to establish procedures that allow for, encourage, and monitor participation of all citizens living and working in the City. Special attention will be paid to soliciting input from low-income and minority communities that are traditionally underrepresented. A survey tool will be used to seek feedback about the most effective channels of communication for the City to engage our communities.

Goals and Objectives

The City's PPP has a single comprehensive goal: to allow the public opportunities throughout our many different planning processes to make their ideas and concerns known. To meet this goal, the City has established the following objectives:

- 1) Identify the most appropriate methods for reaching the public.
- 2) Determine what language and other cultural barriers exist to public participation within the City.
- 3) Hold meetings in locations that are accessible and reasonably welcoming to all Montebello residents.
- 4) Keep the public informed through effective channels of communication and allow input through additional channels.
- 5) Work to actively engage the public in programs, projects and policy-making. Give participants more ownership in the outcome of planning processes through collaborative events that engage in conversation and the exchange of ideas and information, leading to buy-in, a sense of ownership, and higher quality planning documents.
- 6) Ensure that the City's public involvement plan is dynamic and responsive. The plan will be inclusive of a range of perspectives, engaging citizens in unique ways to reach a broader audience and understand their goals, needs, and desires.
- 7) Use various illustrative visualization techniques to convey the information including but not limited to charts, graphs, photos, maps and the internet.

Identification of Stakeholders

Stakeholders are those who are either directly, or indirectly, affected by a plan, or the recommendations of that plan. Those who may be adversely affected, or who may be denied benefit of a plan's recommendation(s), are of particular interest in the identification of specific stakeholders. Stakeholders are broken down into several groups: general citizens, minority and low-income persons, public agencies, and private organizations and businesses.

- **General Citizens:** The City of Montebello has a population of 62,640 based on 2020 Decennial Census (U.S Census Bureau). About 49,014 of the population is Hispanic, 13,346 White, 8,005 Asian, 1,400 Native Hawaiian/Other Pacific Islander, 614 Black or African American, 12,934 Two or More Races, and 26,259 Some other Race.
- **Low-income:** Residents with income below the poverty level account for almost 12.8% of Montebello's population and should be given every reasonable opportunity to provide input on various community plans and programs.
- **Public Agencies:** Public agencies can provide valuable input to the planning process, in addition to assisting in gaining attention from traditionally under-represented populations.
- **Private Organizations and Businesses:** Private organizations and businesses offer a number of perspectives that are valuable to the planning process and their perspective will be welcomed in the planning process.

STRATEGIES OF COMMUNITY ENGAGEMENT

Public meetings, surveys, workshops, focus groups.

The resources listed here are the methods Montebello uses to engage and communicate with the individuals and stakeholders we serve.

The City of Montebello Website:

- The [Montebello website](#) updates continue to provide information about upcoming meetings and agendas, recent reports, maps, and information about Montebello policies. The site includes a "Contact Us" section with staff email accounts along with a comment email account to collect public input and feedback. The comment email is monitored by administrative staff. The website includes a translation tool for non-speaking English users. In addition, the website includes an Accessibility Menu for users with disabilities.

Social Media

- *Facebook, Instagram and YouTube* are used to announce meetings and events. Posts provide the opportunity to share links to pertinent information and survey sites. Social media platforms can also invite public comments and participation on the sites themselves.

City Newsletter

- The Montebello monthly City Newsletter highlights directly to the community's inbox. The newsletter includes valuable information about the community, including festivals and holiday events, public announcements, and recreation programs.

Surveys

- Montebello uses printed and web-based applications to generate electronic surveys. Hyperlinks to the survey are then disseminated via email, social media, press releases, and the website. Hard copies are also produced and distributed at public meetings, community events, and the office. In addition, post card mailings are used to publicize surveys and comment periods and include QR codes for mobile devices.

Public Meetings/Community Events/Neighborhood Meetings

- Public meetings are generally open and informal, with project team members interacting with the public on a one-on-one basis. Brochures and fact sheets may be provided at these meetings. Montebello may coordinate with other local agencies to be on hand to supply information and support. Informational tables at community events where transportation issues are not the focus are ways to solicit comment from individuals who are not usually involved in the transportation planning process. All meetings are ADA-compliant.

Posters and Flyers

- Posters and flyers are used to announce meetings and events and are distributed to public places such as City Halls, libraries, community centers, City Utilities buses and City Utilities bus transfer stations for display. Posters and flyers can be used to reach a larger audience than other notification methods.

LEP OUTREACH

Translate vital materials and provide interpretation services.

LEP Outreach includes strategies that actively engage residents with limited English proficiency in public decision-making processes by providing translated materials, utilizing bilingual staff, holding meetings in multiple languages, and partnering with community organizations serving populations, with a focus on accessible communication channels like community radio and social media platforms in relevant languages.

Accessibility features:

- The Montebello website incorporates language access features on city websites, including translation tools and multilingual content.

Translation of Key documents:

- Montebello converts written information from English into another language, such as Spanish, to ensure important documents like forms, notices, and instructions are accessible to LEP individuals.

Interpretation services:

- Montebello provides real-time oral translation during conversations, allowing for direct communication between an LEP person and someone speaking English.
 - The City offers bilingual pay to our employees who can serve as interpreters for City business. As of April 2025, 259 City employees have been tested and

are currently certified for bilingual pay. Additionally, if necessary, the City can use Alta Language Services for extra support.

Advance notice:

- Montebello provides sufficient notice to request interpretation services for meetings.

INCLUSION MEASURES

Target outreach to minority and low-income populations.

Inclusive outreach paves the way toward a mutual understanding between the government and the community. This understanding is reliant on the management of expectations, the development of trust, and the existence of transparency into the government process.

Community Meetings:

- Montebello schedules meetings at accessible locations and times, considering cultural factors like religious holidays.
- Montebello provides simultaneous translation or interpretation during meetings. The City uses a service provider upon request, for special situations, or a staff person if they speak that language and is available, etc.
- All meetings are ADA-compliant.

City Council Meetings:

- Public meetings held by the City Council will be noticed according to the standard procedures for those bodies, as well as on the City's website. All outreach efforts and comments received will be documented by the City and available for public review upon request.

Public Hearing/Community Meeting Notice:

- Montebello publishes public hearing notices in multiple languages on the city website and in local ethnic newspapers, including details about translation and interpretation services available. The City uses a service provider upon request, for special situations, or a staff person if they speak that language and is available, etc.

Focus Groups and Surveys:

- Montebello designs surveys and focus group questions in multiple languages.
- Montebello recruit bilingual facilitators to conduct sessions with LEP communities.

Direct Outreach:

- Montebello partners with community organizations to conduct door-to-door outreach and distribute information in relevant languages.
- Montebello utilizes community leaders and trusted figures to disseminate information.

Community Forums:

- Montebello organizes community forums in different neighborhoods, providing bilingual moderators and translated materials.

Social Media Outreach:

- Montebello creates social media pages in relevant languages and engage with LEP communities through targeted posts and advertisements.

VIII. LIMITED ENGLISH PROFICIENCY (LEP) ASSESSMENT / LANGUAGE ASSESS PLAN (LAP)

BACKGROUND

Although Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," has been rescinded, the City will continue to ensure that Federally-funded programs and activities normally provided in English are accessible to LEP Persons. Federal financial assistance provide meaningful access to their Limited English Proficiency (LEP) applicants and beneficiaries.

As such, local agencies are required to ensure that Federally-funded programs and activities normally provided in English are accessible to LEP Persons. Each local agency shall perform an annual assessment to determine if modifications are needed to their programs and activities to ensure meaningful access by LEP persons. The assessment which is referred to as a "Four-Factor" analysis is based on the following factors:

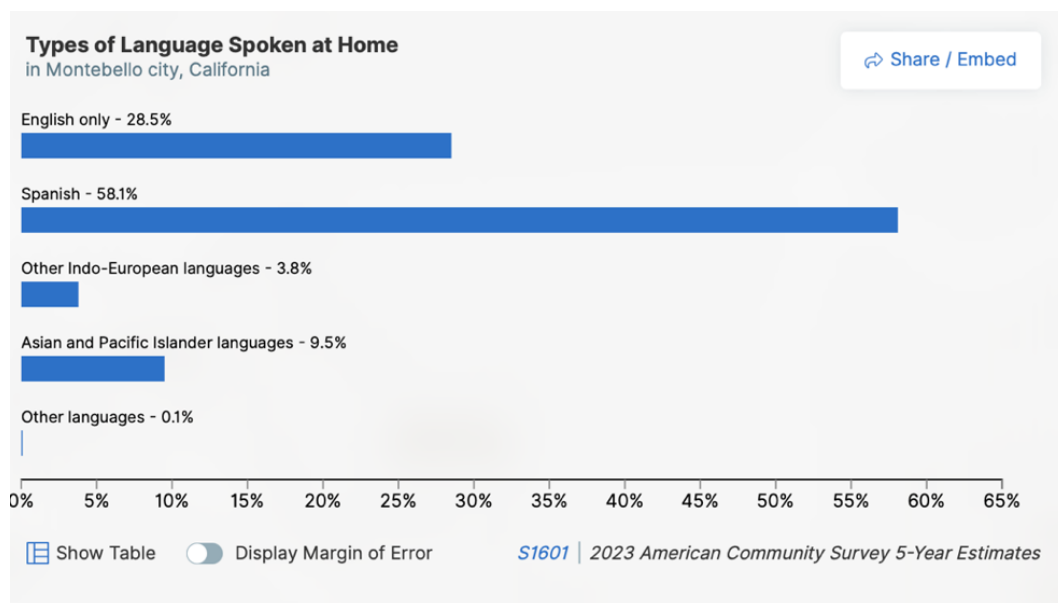
1. The number or proportion of LEP persons eligible to be served or likely to be encountered.
2. The frequency of LEP contacts.
3. The nature and importance of the programs, services, or activities provided by the City of Montebello.
4. The resources available for LEP persons

LIMITED ENGLISH PROFICIENCY

A Limited English Proficiency (LEP) person is a person that does not speak English as a primary language and has a limited ability to read, write, or comprehend English. Per Executive Order 13166, agencies which receive Federal funding must examine their Federally-funded services and develop and implement processes that will allow LEP persons to meaningfully access said services. Executive Order 13166 also requires that agencies receiving Federal funding must establish guidance for providing meaningful access to LEPs, prepare a plan to overcome language barriers in Federally-funded programs and activities, and ensure that stakeholders have adequate opportunity to provide input.

As shown in Table 1 below, 58.1% of residents in Montebello are considered LEP persons, with the majority of those LEP persons primarily speaking Spanish. The City used demographic data to identify the need for providing bilingual services in the following languages to provide access to the LEP community in compliance with Executive Order 13166.

- Spanish
- Russian
- Chinese
- Armenian
- Korean
- Sign Language



Source: US Census: *2023 American Community Survey 5-Year Estimates*
<https://data.census.gov/vizwidget?g=160XX00US0648816&infoSection=Language+Spoken+at+Home>

TITLE VI INFORMATION DISSEMINATION

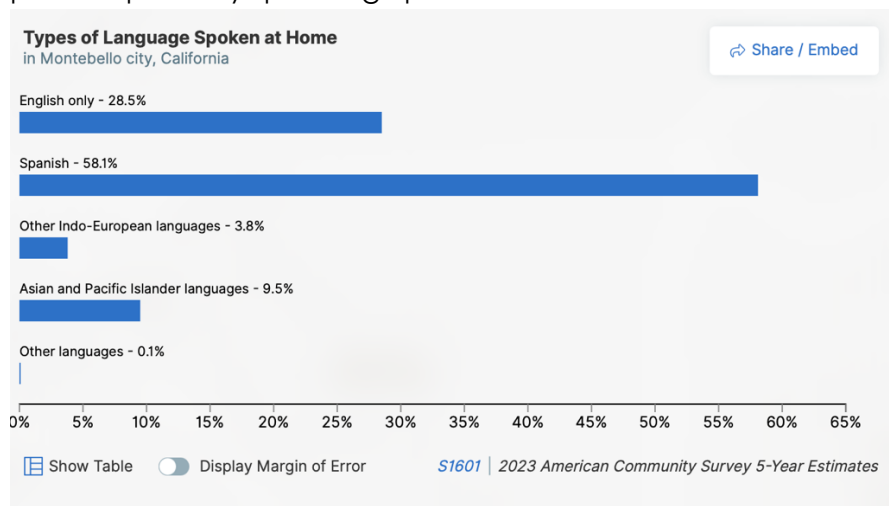
In order to ensure that Title VI and related Civil Rights information is readily available to the public, the City will develop public notices consisting of posters, flyers, complaint forms and “I Speak” cards that are available in English and Spanish. The languages selected for the informational materials were based upon language data provided from the US Census; see Table 1 above. Said flyers and posters will be placed in the City Hall lobby, in a highly visible and accessible location. The public notices will also be available for viewing on https://www.montebellocal.gov/departments/public_works.

LAP ADDRESSING:

The first section in this document describes the purpose of the Limited English Proficiency Plan (LEP). The second section in this document provides the four-factor Limited English Proficiency (LEP) analysis as outlined in the Department of Transportation (DOT) used to identify LEP needs and assistance measures. The four-factor LEP analysis includes:

1. FOUR-FACTOR ANALYSIS: Assess LEP needs based on:

- **Number/proportion of LEP persons served:** As shown in Table 1 below, 58.1% of residents in Montebello are considered LEP persons, with the majority of those LEP persons primarily speaking Spanish.



- **Frequency of contact:** Montebello has a wide variety of people from various backgrounds who participate in our programs and services, representing diverse age groups, ethnicities, abilities, and languages spoken. While we do not collect average statistics across all City programs, we are prepared to serve people who speak multiple languages via a multi-pronged approach consisting of City staff, contracted interpreters and translated written materials. Public Works staff receives requests for translation through federally funded programs/projects, though the outreach components of said programs/projects do typically have multi-lingual resources. Further, if translation services are needed, staff will provide said translation promptly.
- **Importance of the program/service:** From observation provided by Public Works staff, translation services are requested for programs, services, or activities which are federally funded. As stated above, the front counter Staff with the City's Finance Department are the ones who most frequently encounter LEP persons requesting and/or needing translation services. Though Public Works Staff has received very few requests for translation services on Federally-funded projects, programs and services, Staff is keenly aware that almost 58.1 percent of the City's residents are LEPs and therefore it is highly likely that LEPs will be stakeholders in any of the said projects, programs and services. As such, when Staff has encountered the need for translation services, Staff has provided the services readily.

- **Resources available:** Outreach expenses as they relate to LEP populations are shared among several departments. Most of the City's public counters have bilingual speakers and there is an internal bilingual staff directory available, as of April 2025, 259 city employees have been tested and are currently certified for bilingual pay. Additionally, if necessary, the City can use Alta Language Services for extra support.

Montebello recognizes that 58.1% of the City's population is Hispanic or Latino and speaks a language other than English at home. The City offers a wide variety of customer service assistance through the various City Departments. The provision of resources, direct services, and programs through our public facilities, including but not limited to, our civic center, community centers, development (building permits, etc.) services, health department, libraries, senior centers, and youth programs, play a significant role in allowing access to social and recreational enrichment opportunities, which improve the quality of life.

LANGUAGE ACCESS SERVICES: Translation, interpretation, and staff training.

1. **Interpretation Services:** April 2025, 259 city employees have been tested and are currently certified for bilingual pay. Additionally, if necessary, the City can use Alta Language Services for extra support. During conversations, allowing for direct communication between an LEP person and someone speaking English.
 - Translation of Key Documents: Montebello converts written information from English into another language, such as Spanish to ensure important documents like forms, notices, and instructions are accessible to LEP individuals.
 - Training. Training for front-line staff members, who are often the first points of contact with LEP individuals is provided by City Personnel. Staff training includes:
 - Identifying and tracking language preference information of LEP persons;
 - Delivering services effectively to LEP persons;
 - Assuring staff sensitivity to the literacy level of LEP persons;
 - Describing LEP services offered to the public;
 - Procuring interpreter services;
 - Identifying and documenting the language needs of LEP persons;
 - Processing a Title VI/LEP complaint;
 - Familiarity with Disability Awareness, Ethics, Civil Rights and Conflict Management issues.
2. **Outreach Strategies:** Targeted engagement for LEP communities.
 - **Community Meetings:** Montebello schedules meetings at accessible locations and times, considering cultural factors like religious holidays. Montebello holds separate sessions with LEP residents, if necessary, to facilitate open discussion. Montebello provides simultaneous translation or interpretation during meetings.
 - **City Council Meetings:** Public meetings held by the City Council will be noticed according to the standard procedures for those bodies, as well as on the City's website. All outreach efforts and comments received will be documented by the City and available for public review upon request.

- **Public Hearing/Community Meeting Notice:** Montebello publishes public hearing notices in multiple languages on the city website and in local ethnic newspapers, including details about translation and interpretation services available.
- **Focus Groups and Surveys:** Montebello designs surveys and focus group questions in multiple languages. Montebello recruits bilingual facilitators to conduct sessions with LEP communities.
- **Direct Outreach:** Montebello partners with community organizations to conduct door-to-door outreach and distribute information in relevant languages. Montebello utilizes community leaders and trusted figures to disseminate information.
- **Community Forums:** Montebello organizes community forums in different neighborhoods, providing bilingual moderators and translated materials, with specific sessions focused on LEP residents' concerns.
- **Social Media Outreach:** Montebello creates social media pages in relevant languages and engages with LEP communities through targeted posts and advertisements.

VIII. TITLE VI DATA COLLECTION

Demographic and related data collected and used by City staff comes from governmental sources responsible for collecting and vetting the information for consistency and accuracy. These sources include, but are not limited to, the U.S. Bureau of Labor Statics, U.S. Census Bureau, U.S. Bureau of Economic Analysis, California Department of Finance, California Department of Labor, and the California Employment Development Department.

Additionally, staff may also collect project-specific demographic data utilizing data collection as appropriate through the public outreach process on Federally-funded projects. Such outreach that may give Staff the opportunity to collect demographic data may include door hangers, posters, emails, social media releases, press releases to local newspaper, public meetings, virtual meetings, and public comments through websites generated for projects.

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis
Public Meeting Participations	Collecting data on who attends public hearings or meetings related to a federally funded project.	Limited English Proficiency (LEP) Assessment / Language Assess Plan (LAP)
Feedback from Stakeholders	Gathering qualitative data through focus groups or interviews with stakeholders, like caregivers in a Title VI program, to understand their experiences and needs.	Limited English Proficiency (LEP) Assessment / Language Assess Plan (LAP)
Disseminating Title VI Information:	Providing Title VI brochures, information during pre-construction meetings, and posting information on internal websites to ensure awareness and compliance.	Limited English Proficiency (LEP) Assessment / Language Assess Plan (LAP)

X. PRIMARY PROGRAM AREA DESCRIPTIONS & INTERNAL TITLE VI REVIEW PROCEDURES

The City Public Works Department engages in the following program areas and will implement the PPP and the LEP plan in the following Program Areas:

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedure for Ensuring Non-Discrimination
Right of Way	The phase of transportation engineering and surveying which involves the determination of existing right of way lines and property boundaries, the preparation of maps and descriptions for the appraisal, acquisition, and disposal of real property rights.	Yes	Yes

Planning	The plans and specifications for the works to be constructed including such maps, profiles, plans sheets and as-builts.	Yes	Yes
Environmental	The proactive and reactive measures taken to minimize negative impacts on the surrounding environment and maximize positive impacts.	Yes	Yes
Construction	The process of building and developing infrastructure, structures, and facilities.	Yes	Yes

XI. EXTERNAL TITLE VI REVIEWS / SUBRECIPIENT MONITORING

The City of Montebello monitors subrecipients for Title VI compliance by implementing a structured oversight process that ensures federally funded programs and activities adhere to nondiscrimination requirements. The monitoring process generally includes the following key components:

1. Subrecipient Agreement and Title VI Assurances

- Require subrecipients to sign Title VI Assurances (DOT 1050.2A) as part of grant agreements.
- Include Title VI compliance obligations in all contracts, agreements, and Memoranda of Understanding (MOUs).
- Specify reporting and monitoring expectations in agreements.

2. Training and Technical Assistance

- Provide Title VI training to subrecipient staff on nondiscrimination requirements, complaint procedures, data collection, and reporting.
- Offer technical assistance to help subrecipients develop and implement their own Title VI Program.
- Ensure subrecipients understand requirements related to Limited English Proficiency (LEP) plans, public participation, and environmental justice.

3. Compliance Reviews and Monitoring

- Conduct periodic compliance reviews (e.g., annual or biennial audits) of subrecipients to assess adherence to Title VI requirements.
- Review subrecipient policies, procedures, complaint records, and public outreach efforts.
- Require subrecipients to submit self-assessments or compliance checklists.

4. Complaint Handling and Investigations

- Ensure subrecipients establish and follow a Title VI complaint procedure.

- Require subrecipients to log and report complaints to the city, including how they are resolved.
- Investigate complaints if subrecipients fail to take corrective actions.

5. Data Collection and Reporting

- Require subrecipients to collect and analyze demographic data to evaluate program impacts on minority and low-income populations.
- Ensure subrecipients document public outreach efforts, including engagement with underserved communities.
- Review subrecipient reports on language access services provided to LEP individuals.

6. Public Participation and LEP Compliance

- Ensure subrecipients provide meaningful public involvement opportunities for minority, low-income, and LEP populations.
- Verify that public notices, surveys, and key documents are available in relevant languages.
- Require subrecipients to maintain LEP plans that align with the city's Title VI policies.

7. Corrective Actions and Enforcement

- If a subrecipient is found noncompliant, the city should issue a written notice detailing deficiencies and required corrective actions.
- Provide technical assistance to help subrecipients achieve compliance.
- If necessary, take enforcement actions, such as withholding funding, imposing conditions, or terminating contracts for persistent noncompliance.

8. Annual Reporting and Recordkeeping

- Require subrecipients to submit annual Title VI reports summarizing compliance efforts, training participation, complaints, and outreach activities.
- Maintain detailed records of subrecipient agreements, training attendance, complaints, compliance reviews, and corrective actions.

XII. TITLE VI ANNUAL WORK PLAN (TITLE VI ACCOMPLISHMENTS AND GOALS REPORT)

The City of Montebello Public Works Department will annually establish and monitor program goals and accomplishments. The Title VI Specialist will ensure that employee training is conducted, language translation services continue to be available, public participation is optimal, and appropriate Title VI signage is posted. This also includes updating community statistics and corresponding with state and federal agencies as necessary.

APPENDIX A

DOT 1050.2A TITLE VI ASSURANCE

APPENDIX B

TITLE VI NOTICE OF RIGHTS TO THE PUBLIC

TITLE VI NOTICE TO THE PUBLIC	 MONTABELLO
YOUR RIGHTS AGAINST DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED NON-DISCRIMINATORY AUTHORITIES	

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The following additional authorities provide protection against discrimination on the basis of sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law:

- Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.)
- The Civil Rights Restoration Act of 1987 (Public Law 200-209)

Any person who believes that they have been discriminated against may file a written complaint with the City of Montebello Public Works Department, within 180 days of the alleged discrimination. Additional information and Title VI Complaint Forms can be obtained on the City of Montebello City's website, at https://www.montebellocal.gov/departments/public_works. Title VI Complaint Forms can also be obtained from the Public Works Department at City Hall.

To file a Title VI discrimination complaint, please use the following contact information:

Title VI Implementation Plan City of Montebello
Department of Public Works
1600 W Beverly Blvd.,
Montebello, CA 90640
CRoldan@montebellocal.gov
323-887-1462

APPENDIX C

TITLE VI COMPLAINT FORM

TITLE VI COMPLAINT FORM	 MONTABELLO
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Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." If you wish to submit a Title VI complaint to the City of Montebello Public Works Department, please complete the information below and submit this form to:

Department of Public Works
 1600 W Beverly Blvd.
 Montebello, CA 90640
 323-887-1462
CRoldan@montebellocity.gov
 Title VI Implementation Plan
 City of Montebello

Name:	City:	Cell/Home:
Address:	State:	
	Zip Code:	

Name, title, and description of person(s) who allegedly discriminated against you:

Check the box(es) for the type(s) of discrimination that was experienced:

☐	Race
☐	Sex
☐	Religion
☐	Color
☐	Age
☐	Sexual Orientation
☐	National Origin
☐	Disability
☐	Gender Identity
☐	Other (Please Describe):

2) Date(s) that alleged event(s) took place:

3) Location(s) where the alleged event(s) took place:

4) Is the alleged discrimination still ongoing?:

5) In your own words, please describe the alleged discrimination, explain what happened, and who you believe is responsible:

6) Please list any person(s) we may contact for additional information to provide further information for your complaint:

7) Have you filed this complaint with any other federal agency, state agency, federal court, or state court? If yes, please check all that apply:

☐	Federal Agency
☐	State Agency
☐	Federal Court
☐	State Court

8) Please provide the name, phone number, and email of the contact persons at the agency/court where the complaint was filed, below:

Please sign and date this form on the lines provided below. If any additional space is needed to provide information about this complaint, please attach the additional information to this form.

Signature: _____

Date: _____

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances
DOT Order No. 1050.2A

The City of Montebello (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Montebello, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance. By signing this ASSURANCE, City of Montebello also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Montebello gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration. This ASSURANCE is binding on Montebello, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the California Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

A

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Montebello will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Federal Highway Administration, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Montebello all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Montebello and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Montebello, its successors and assigns.

The City of Montebello, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Montebello will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Montebello pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Montebello will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Montebello will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Montebello and its assigns.*
(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Montebello pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, City of Montebello will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Montebello will there upon revert to and vest in and become the absolute property of City of Montebello and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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APPENDIX B TITLE VI NOTICE TO THE PUBLIC



YOUR RIGHTS AGAINST DISCRIMINATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND
RELATED NON-DISCRIMINATORY AUTHORITIES

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The following additional authorities provide protection against discrimination on the basis of sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law:

- Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.)
- The Civil Rights Restoration Act of 1987 (Public Law 200-209)

Any person who believes that they have been discriminated against may file a written complaint with the City of Montebello Public Works Department, within 180 days of the alleged discrimination. Additional information and Title VI Complaint Forms can be obtained on the City of Montebello City's website, at https://www.montebellocal.gov/departments/public_works. Title VI Complaint Forms can also be obtained from the Public Works Department at City Hall.

To file a Title VI discrimination complaint, please use the following contact information:

Title VI Implementation Plan City of Montebello
Department of Public Works
1600 W Beverly Blvd.,
Montebello, CA 90640
CRoldan@montebellocal.gov
323-887-1462

APPENDIX C TITLE VI COMPLAINT FORM	 MONTABELLO
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Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” If you wish to submit a Title VI complaint to the City of Montebello Public Works Department, please complete the below information and submit this form to:

Department of Public Works
1600 W Beverly Blvd.
Montebello, CA 90640
323-887-1462
CRoldan@montebellocal.ca.gov
Title VI Implementation Plan
City of Montebello

Name: Address:	City: State: Zip Code:	Cell/Home:
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Name, title, and description of person(s) who allegedly discriminated against you:

Check the box(es) for the type(s) of discrimination that was experienced:

☐	Race
--------------------------	------

	Sex
	Religion
	Color
	Age
	Sexual Orientation
	National Origin
	Disability
	Gender Identity
	Other (Please Describe):

1) Date(s) that alleged event(s) took place:

2) Location(s) where the alleged event(s) took place:

3) Is the alleged discrimination still ongoing?:

4) In your own words, please describe the alleged discrimination, explain what happened, and who you believe is responsible:

- 5) Please list any person(s) we may contact for additional information to provide further information for your complaint:

- 6) Have you filed this complaint with any other federal agency, state agency, federal court, or state court? If yes, please check all that apply:

☐	Federal Agency
☐	State Agency
☐	Federal Court
☐	State Court

- 7) Please provide the name, phone number, and email of the contact persons at the agency/court where the complaint was filed, below:

Please sign and date this form on the lines provided below. If any additional space is needed to provide information about this complaint, please attach the additional information to this form.

Signature: _____

Date: _____

I. Title VI/Non-discrimination policy statement

It is the policy of City of Montebello that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of City of Montebello Department of Public Works as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of the City of Montebello, including its contractors and anyone who acts on behalf of City of Montebello Department of Public Works. This policy also applies to the operations of any department or agency to which the City of Montebello extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

The City of Montebello affirms the recipient's commitment to non-discrimination and assures that every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those programs, activities, and services are federally funded or not.

(Top Agency or Department Official)

Date

Title VI Program

As a recipient of federal funding, the City of Montebello is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in all federally funded programs and activities. In accordance with federal requirements, this Title VI Notice to the Public informs individuals of their rights and provides information on how to file a complaint if they believe they have been subjected to discrimination. Montebello strives to promote equitable access to transportation programs, services, and decision-making processes for all community members.

On June 25, 2025, the City Council adopted the City of Montebello Title VI Plan.

Download a copy of the ([Link PDF](#)).

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Montebello may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form no more than 180 days after the alleged incident. The City's Title VI Coordinator will process complaints received and shall acknowledge receipt within 10 business days; resolution within 60 days.

Download a copy of the ([Complaint Form](#))

Please submit the form in person or mail to the address below:

City of Montebello
Attention: Assistant Title VI Coordinator, James Coiner
1600 W Beverly Blvd.
Montebello, CA 90640

Additionally, a person may also file a complaint directly with the

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
1200 New Jersey Avenue, SE 8th Floor E81-105
Washington, DC 20590

Title VI Resources ([PDF Links](#))

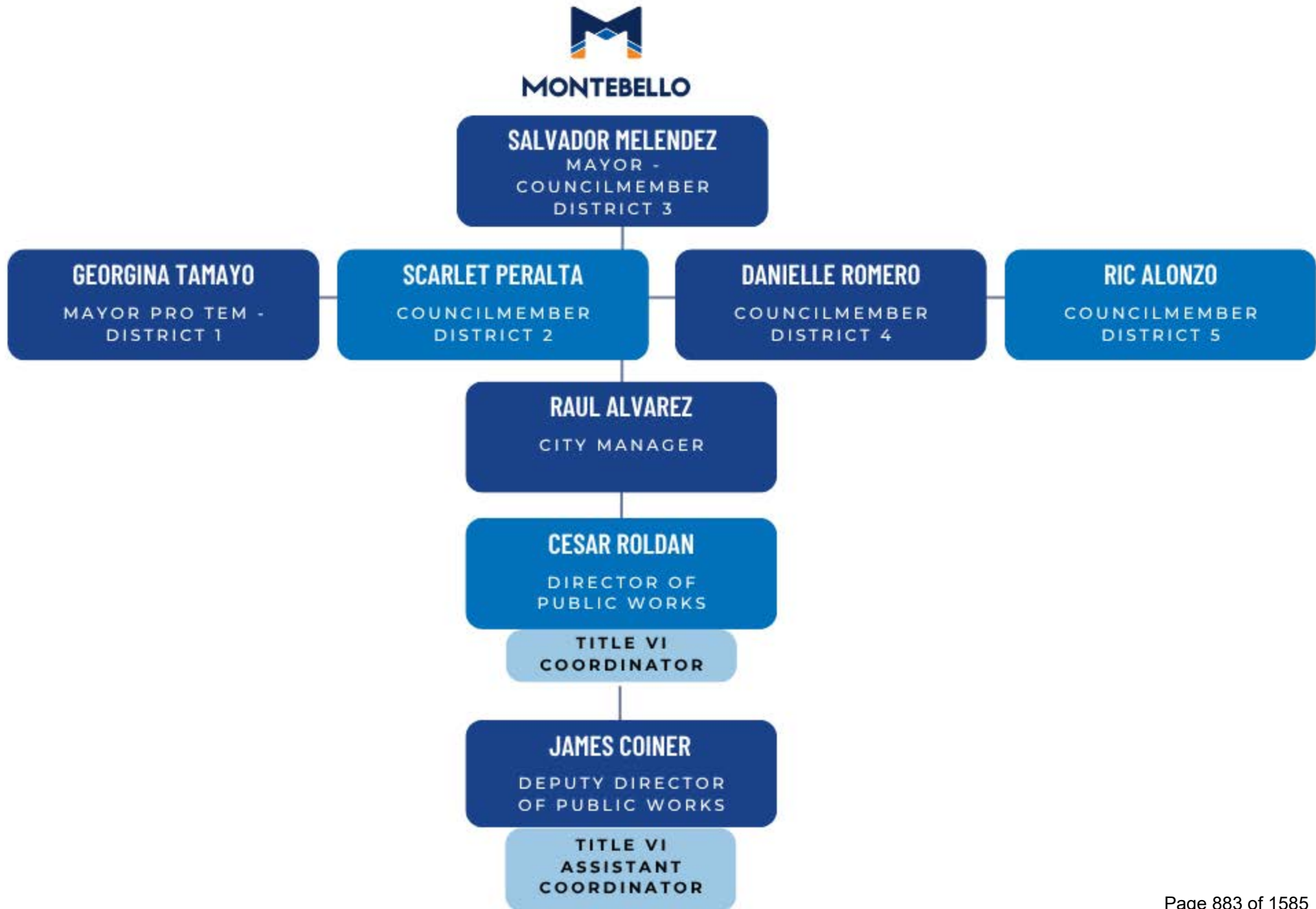
- Title VI Implementation Plan Adopted by Council June 25, 2025
- Title VI Notice to the Public
 - English
 - Spanish
- Title VI Complaint Form
 - English

- Spanish

Useful Links

- [U.S. Department of Justice](#)
- [U.S. Department of Transportation, Office of Civil Rights](#)
- [Federal Highway Administration](#)
- [Caltrans](#)

TITLE VI ORGANIZATIONAL CHART Attachment H



MASTER AGREEMENT**ADMINISTERING AGENCY-STATE AGREEMENT
FOR
FEDERAL-AID PROJECTS**(District/Agency Name)

District Administering Agency

Agreement No. _____

This AGREEMENT, is entered into effective this _____ day of _____, 20 , by and between AGENCY NAME, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project- specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on State-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES
11. If PROJECT involves work within or partially within State-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.
16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.
17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty(180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES
18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit-A) attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached here to). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by

PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.
6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT,

ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State.

Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated

within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual PROJECT cost items.
20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.
21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.
22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.
23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,
8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.
9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:
 - a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.
 - b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.
 - c. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.

2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
10. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal

evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

11. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.
12. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
13. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.
14. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.
15. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT

completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

16. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project- specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.
17. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.
18. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ADMINISTERING AGENCY NAME

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A**FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

- (b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the

acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

- (a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

- (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.
10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.
11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non- discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and

may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, sub grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

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

- (1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

- (1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *
- (2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



ITEM # 25

**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 THE RELEASE OF RFQ NO. 26-02 FOR THE PURCHASE OF EQUIPMENT, HARDWARE, TOOLS, AND RELATED MATERIALS

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Reject the proposals that were received for Request for Qualification (RFQ) No. 25-02; and
2. Approve the release of RFQ No. 26-02 for Equipment, Hardware, Tools, and Related Materials; and
3. Authorize the City Manager, or designee, to make minor modifications to the RFQ documents if necessary to clarify scope, specifications, or submission requirements; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are no significant expenses associated with issuing Request for Qualifications (RFQ) No. 26-02. The City Council is not obligated to approve any contract by soliciting additional quotes. Actual project costs will be determined through the competitive quotation process and encumbered as needed through department budgets in future fiscal years. Staff will return for City Council approval as needed for any agreements arising out of this RFQ.

BACKGROUND/DISCUSSION:

The City of Montebello is committed to maintaining an open and competitive procurement process that provides equal opportunity for qualified vendors to supply critical equipment,

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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hardware, tools, and related materials. These supplies are essential for supporting daily operations across various departments, including Public Works and Parks and Recreation.

To streamline procurement, ensure compliance, reduce reliance on purchase cards (P-cards) and one-off retail purchases, the City issued an RFQ to establish annual not-to-exceed contracts with reputable suppliers for these routine operational needs and supplies.

Upon the initial solicitation, the City received three responsive bids from Home Depot, OneSource, and Tourbillion Enterprises LLC. While each of these vendors demonstrated the ability to meet the City's general needs, staff believe it is in the City's best interest to expand the pool of qualified vendors. Multiple vendors are critical to supply the wide range of supplies required, including specialty items for electrical work, plumbing, and general hardware.

ENVIRONMENTAL:

N/A

ANALYSIS:

A diverse vendor pool ensures competitive pricing, supply chain reliability, and flexibility to source specialty materials that may not be available through a single provider. Although Home Depot and the other current bidders remain strong candidates, City staff believe that re-releasing the RFQ will:

- Encourage additional bids from general suppliers and specialty vendors
- Provide a fair and open opportunity for other qualified suppliers to compete for City business
- Strengthen vendor coverage for niche products and services that supplement big box store offerings
- Promote compliance with public purchasing best practices by demonstrating a good-faith effort to attract robust competition

Re-issuing the RFQ will not eliminate the current bidders; instead, the City encourages Home Depot, OneSource, and Tourbillion Enterprises LLC to re-submit proposals under the re-opened solicitation to remain in consideration. Staff are confident that this approach will help the City achieve the goal of establishing a balanced and flexible pool of pre-qualified vendors that can reliably meet operational needs throughout the fiscal year.

SUMMARY:

Staff recommend the City Council release RFQ No. 26-02 for Equipment, Hardware, Tools, and Related Materials to provide a fair and open opportunity for additional qualified vendors to participate. This will strengthen the City's procurement process, ensure

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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healthy vendor competition, and maintain cost-effective, reliable access to essential supplies. Final contract recommendations will return to City Council for approval once additional bids are received and evaluated.

ATTACHMENT(S)

1. Attachment A — RFQ 26-02 Equipment, Hardware, Tools, and Other Related Materials



CITY OF MONTEBELLO

Request for Quotations

(RFQ No. 26-02)

EQUIPMENT, HARDWARE, TOOLS, AND RELATED MATERIALS

Release Date: Thursday, August 14, 2025

Questions Due: Sunday, August 24, 2025, at 11 a.m. P.D.T.

Due Date: Thursday, September 04, 2025, at 11 a.m. P.D.T.

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm to submit a bid in accordance with this Request for Quotations (RFQ). Your response to this request will be evaluated to determine the qualifications of your firm. Bids must adhere to the format and content of this RFQ. Bids will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a standard professional services agreement based on the specifications outlined in this RFQ.

THE DATE OF SOLICITATION:

August 14, 2025

THE PROJECT:

Project Name: Equipment, Hardware, Tools, and Related Materials

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1460
Contact E-Mail: croldan@montebelloca.gov

PROPOSAL CONTACTS

Any questions concerning this RFQ and all correspondence must be submitted in writing via e-mail to the following contact:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1200 ext. 1378
Contact E-Mail: jcoiner@montebelloca.gov

Any questions about this RFQ should be submitted via the City's PlanetBids Portal by August 24, 2025, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the PlanetBids Portal, please go to:

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

EQUIPMENT, HARDWARE, TOOLS, AND RELATED MATERIALS

Request for Quotations No. 26-02

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Appendix A – References

Appendix B – Sample Professional Services Agreement

**I. NOTICE INVITING QUOTATIONS
FOR EQUIPMENT, HARDWARE, TOOLS, AND RELATED MATERIALS**

RFQ NO. 26-02

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 via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 11:00 a.m. on Thursday, September 04, 2025.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

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, or religion in any consideration leading to the award of contract.

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders.

The successful Vendor and Subcontractors are notified that they shall comply with all applicable state laws, Montebello Municipal Code, will be required to possess business licenses from the City, and other requirements as set forth in the contract requirements.

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of bids, shall be covered in the bids, and shall be made part of the final contract.

The solicitation of Quotations has been developed in the Request for Quotations (RFQ) format. Accordingly, bidders should take note that multiple factors as defined in the RFQ will be considered by the City to determine which bid best meets the requirements set forth in the RFQ documents. Price will be considered as part of the evaluation, but other factors under consideration include, but are not limited to, proposed methodology, quality control program, experience of staff, experience of management team, quality of equipment, tools and uniforms. The City reserves the right to negotiate the terms of any resulting contract. Final contract award, if any, will be made by the Montebello City Council.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to James Coiner, Deputy Director of Public Works at jcoiner@montebelloca.gov

THE DATE OF SOLICITATION: Thursday, August 14, 2025

QUESTIONS MUST BE SUBMITTED BY: Sunday, August 24, 2025, at 11:00 a.m. PST

SUBMITTAL DUE DATE: Thursday, September 04, 2025, at 11:00 a.m. PST

REQUEST FOR QUOTATIONS

The City of Montebello is seeking bids from qualified hardware/equipment suppliers to provide essential supplies including equipment, hardware, tools, and related materials. Items such as these are essential for routine maintenance, repairs, and infrastructure support. The City seeks to award multiple contracts to allow City Departments the ability to purchase items on an as-needed basis to defer inefficiencies, delays, and operational burdens.

II. SCOPE OF SERVICES

The selected vendors will provide the City with a broad range of equipment, hardware, tools, and related materials, including but not limited to:

- **General Maintenance and Repair Supplies:** Hand tools, power tools, fasteners, adhesives, lubricants, electrical components, and plumbing fixtures.
- **Safety Equipment:** Personal protective equipment (PPE), first aid supplies, signage, and spill containment.
- **Facility and Grounds Maintenance:** Cleaning supplies, landscaping tools, HVAC parts, and lighting fixtures.
- **Specialty Items:** Any other materials necessary for City operations, including emergency response supplies.

The vendors must be able to provide timely deliveries, bulk-order capabilities, and responsive customer service to meet the needs of City departments.

III. GENERAL REQUIREMENTS

To qualify for this contract, vendors must meet the following requirements:

- Possess a valid business license in the State of California.
- Have a minimum of five (5) years of experience providing similar products to government agencies, municipalities, or large organizations.
- Demonstrate financial stability and the ability to fulfill large-scale purchase orders.
- Maintain sufficient inventory and provide timely deliveries upon request.
- Maintain compliance with all applicable federal, state, and local regulations related to product safety and procurement.

IV. CONTRACT PROVISIONS AND SPECIFICATIONS

A. Term of Contract

1. The initial term of the contract shall be for three (3) years from the effective date, with up to two (2) optional one-year extensions, subject to City approval and vendor performance.
2. Term to end on the end of the Fiscal year (June 30, 2028)
3. The City reserves the right to extend or amend the contract based on operational needs and funding availability.

B. Pricing and Invoicing

1. Due to fluctuating material and supply chain costs, vendors are not required to submit fixed pricing but must provide a documented pricing structure (e.g., retail price less a defined percentage discount or access to government/municipal pricing tiers).

2. The vendor shall provide the City with access to real-time pricing through catalogs, portals, or in-store rates.
3. Invoices must be itemized and clearly reflect the retail price, discount applied, and final cost to the City. Invoices shall reference the relevant purchase order number and be submitted to the City's designated billing contact.

C. Delivery and Fulfillment

1. Vendors must offer multiple fulfillment methods, including:
 - In-store pickup,
 - Scheduled delivery to City-designated facilities, and/or
 - Online order and delivery services where available.
2. Delivery timelines must be communicated clearly at the time of order and confirmed in writing when applicable.
3. City Departments may use authorized purchasing cards (P-cards) for same-day in-store purchases.

D. Product Availability and Substitutions

1. Vendors must notify the City of any out-of-stock or discontinued items and propose equivalent alternatives when available.
2. Substituted products must meet or exceed the specifications and quality of the originally requested item.

E. Product Standards and Warranty

1. All items must be new, of commercial-grade quality, and suitable for government operations.
2. Products must comply with all applicable federal, state, and local safety regulations.
3. Manufacturer warranties shall apply to all products purchased; vendors shall assist the City in processing any warranty claims as needed.

F. Customer Support

1. Vendors must designate a corporate or regional representative to serve as the primary liaison to City staff.
2. The vendor shall provide contact information for store-level and account-level customer service for prompt assistance with returns, credits, and inquiries.

G. Termination

The City reserves the right to terminate the contract at any time for convenience with thirty (30) calendar days' written notice. Immediate termination may occur in the event of:

- Repeated supply failures or non-performance,
- Unreasonable price increases without explanation,
- Unresolved customer service or billing issues.

H. Insurance Requirements

Vendors shall maintain insurance coverage consistent with the City's standard professional services agreement. Proof of insurance shall be provided upon execution of the contract and annually thereafter.

I. Governing Law and Venue

This contract shall be governed in accordance with the laws of the State of California. Venue shall lie exclusively in the courts of Los Angeles County.

V. REQUIRED INFORMATION AND BID FORMAT

To be considered for selection, respondent individuals or firms shall submit a bid that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFQ. All bids must be electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website:

http://www.montebellocity.gov/departments/finance/request_for_proposal_bids.

All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

The City reserves the right to reject any and all bids as "non-responsive" for failure to provide the required information and abide by the required format outlined in this RFQ.

1. Letter of Interest

- Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. Project Understanding and Approach

- Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. Relevant Experience

- Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.
- Using Appendix A – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

- Resumes may also be included in this section for any key staff associated with project.

4. Proposed Scope of Services

- Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQ; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

5. Conflict of Interest Statement

- The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

6. Customer Service

- Describe how your firm provides responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.

7. Standard Professional Services Agreement

- Include a statement regarding whether the City's standard professional services agreement is acceptable as is or whether any modification would be proposed.

8. Conflict of Interest Statement

- The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.
- List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.

VI. EVALUATION PROCESS AND SELECTION CRITERIA

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

- A. Preliminary Proposal Review – The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. Proposal Evaluation – In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

- i. Qualifications as they relate to this project – 30%
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Experience and personnel assigned to the work
 - d. Communication skills
- ii. Reputation for integrity and competence – 10%
 - a. Positive Reference Checks
 - b. Work Samples
- iii. Proposed fees for services – 60%

The vendor must satisfy the City of its ability to perform the services required. The vendor must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. The vendor shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the vendor on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Quotations, amend the RFQ, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more vendors, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those vendors for interviews whose bids and qualifications most closely conform to the requirements of this RFQ, if required. The vendor, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. The City may choose to interview one or more firms responding to this RFQ, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFQ.

Questions during the solicitation period are preferably received by email, and may be addressed to:

Attn: James Coiner
Deputy Director of Public Works
jcoiner@montebelloca.gov
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 ext. 1378

VII. CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

The selected vendor will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the vendor. The City Manager is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council (as required) and fully executed by Vendor and City.

During the term of the contract, the Vendor will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by the vendor or in any way affect the performance of the requested services.

The City's standard professional services agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

VIII. SUBMITTAL REQUIREMENTS

Proposals will be received through 11:00 A.M. on Thursday, September 04, 2025.

All bids must be Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at http://www.montebellocity.gov/departments/finance/request_for_proposal_bids.

Please review:

Appendix A – References

Appendix B – Sample Professional Services Agreement



ITEM # 26

**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 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP-L) CYCLE 7 VARIOUS INTERSECTION IMPROVEMENTS PROJECT NO. HSIPL-5247(024) (CP 851)

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Highway Safety Improvement Program (HSIP) Cycle 7 Various Intersection Improvements (CP 851) by Alfaro Communication Construction, Inc.; and
2. Approve the final contract amount with Alfaro Communication Construction, Inc. in the amount of \$1,261,310 including change orders; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$13,261 in Account No. 215-99-7116 (Proposition C, Non-Departmental, Improvements Other Than Building); and
4. Approve the Final Total Project Budget in the amount of \$1,261,310 (Attachment A); and
5. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
6. Authorize the release of the retention payment of \$63,069 due to Alfaro Communication Construction, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
7. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget (Attachment A) reflects the City Council's previously approved appropriations of \$1,248,050 and outlines total project expenditures of \$1,261,310. This

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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results in the need to increase appropriations by \$13,261. One of the recommended actions is to amend the Fiscal Year 2025-26 budget by increasing appropriations by \$13,261 in Account No. 215-99-7116 (Proposition C, Non-Departmental, Improvements Other Than Building).

While the additional work exceeded the approved budget, it was necessary to address critical issues. To install advanced traffic signal loops, the City was required to encroach into Los Angeles County's right-of-way, which necessitated the payment of a permit fee. Additionally, to enhance safety and prevent potential fatal accidents at the intersection of Findlay Avenue and Via Campo, the City directed Alfaro Communication Construction, Inc. to install new K-rail barriers to stop drivers from making wrong-way turns.

The project utilized funding from two sources: \$833,112 from Account No. 265-3015-2016-079 (Grants, HSIPL-5247(024), FY 2016-17, HSIP) and \$301,479.04 from Account No. 215-99-7116 (Proposition C, Non-Departmental, Improvements Other Than Building). Additionally, staff requested \$113,459 in contingency funds from Account No. 215-99-7116 (Proposition C, Nondepartmental, Improvements Other Than Building), in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that would affect the project's cost.

BACKGROUND/DISCUSSION:

On August 14, 2024, the City Council approved a \$1,134,591 construction contract with Alfaro Communication Construction, Inc. and a 10% construction contingency for \$113,459 for any unforeseen events that may affect the project. HSIP Cycle 7 (CP 851) focused on traffic signal upgrades at the intersections of Via Campo and Findlay Avenue, Garfield Avenue and Whittier Boulevard, and Garfield Avenue and Via Campo. This project utilized HSIP-L grant funds and Proposition C local return funds.

The segment of Via Campo at the subject intersections is an eastbound one-way street that serves as a frontage road along the south side of State Route 60 (SR-60, the Pomona Freeway). Pomona Boulevard, on the north side of the freeway, serves as the westbound road of the one-way couplet. Findlay Avenue is a two-lane residential roadway that passes through a freeway undercrossing and intersects the couplet streets. The intersection of Findlay Avenue and Via Campo is controlled by a two-phase traffic signal. Garfield Avenue and Via Campo and Garfield Avenue and Whittier Boulevard are major arterials with similar signalized attributes.

The project was deemed to be substantially completed on August 13, 2025. PSOMAS, the engineering firm who was overseeing and inspecting the project, provided daily inspection reports and determined that the project was completed satisfactorily and in compliance with the contract specifications.

It is recommended that the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the NOC 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; amend the Fiscal Year 2025-26 budget by increasing appropriations by \$13,261 in Account No. 215-99-7116 (Proposition C, Non-Departmental, Improvements Other Than Building); approve the final Project budget and expenditures, including change orders, in the amount of \$1,261,310; authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder; and authorize release of the retention payment due to Alfaro Communication Construction, Inc. following the mandatory waiting period from the date the NOC is recorded.

ATTACHMENT(S)

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

**Montebello Highway Safety Improvement Program Cycle 7 Various Intersection Improvements
(CP 851) Federal Project No. HSIPL-5247(024)**

Project Expenses	Final Cost
Invoice No. 20241017	\$ 1,469.03
Invoice No. 2 (Includes Construction Change Orders No. 1 & 2)	\$ 938,483.31
Invoice No. 3	\$ 109,458.88
Invoice No. 4 (Includes Construction Change Order No. 3 & Partial Construction Change Order No. 4)	\$ 120,829.85
Invoice No. 5 (Includes Partial Construction Change Order No. 4 & Construction Change Order No. 5)	\$ 27,999.71
Construction Change Order No. 1 - \$37,462.12	\$ 126,796.43
Construction Change Order No. 2 - \$75,377.47	
Construction Change Order No. 3 - \$13,956.84	
Rention Payment	\$ 63,069.37
Total Project Cost:	\$ 1,261,310.15

Project Funding	Budget Amount
Original Construction Contract (Alfaro Communications Construction, Inc.) - Awarded 8/14/24 City Council Meeting	\$ 1,134,591.00
Construction Contingency 10% - Awarded 8/14/25 City Council Meeting	\$ 113,459.00
Total Project Budget:	\$ 1,248,050.00

Project Deficit: \$ (13,260.15)

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 August 13, 2025. The general scope of work consisted of upgrading traffic signal polls at three intersections which include Via Campo and Findlay Avenue, Garfield Avenue and Whittier Boulevard, and Garfield Avenue and Via Campo.

- 8. The name of the contractor, if any, for such work of improvement was Alfaro Communication Construction, Inc.

August 14, 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: Highway Safety Improvement Program Cycle 7 Various Intersection Improvements (CP 851) Federal Project No. HSIPL-5247(024)

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 # 27

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD AGREEMENT NO. 4372 TO VOLTAIRE ENGINEERING, INC.
FOR THE RIO HONDO ACCESS IMPROVEMENT PROJECT PHASE II
(CP 924-2)**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4372 to Voltaire Engineering for the Rio Hondo Access Improvement Project (Phase II, Sign) (CP 924-2) as the most responsive, responsible bidder for the amount of \$380,098; and
2. Approve a construction contingency in the amount of \$19,902; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$400,000 in Account No. 600-90-910-6040.10 (Transit, Transportation, Operations, Outside Contract Services); and
4. Authorize the City Clerk's Office to release all-other bidders' bonds; and
5. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding Agreement No. 4372 to Voltaire Engineering as the most responsive and responsible bidder for the amount of \$380,098. Additionally, a construction contingency in the amount of \$19,902 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life, bringing the total contract amount to \$400,000.

This project will be paid for utilizing Transit Fund appropriations. Given the proximity of

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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a bus stop to the Rio Hondo River Access Improvement Project (Grant Rea Drive and Beverly Blvd), as well as the design of the access point project to serve as a multi-modal transportation link (e.g., bicycle, horseback, walking, public transit, etc.), use of Transit funding for this portion of the project is reasonable and acceptable. The recommended actions include amending the Fiscal Year 2025-26 budget by increasing appropriations by \$400,000 in Account No. 600-90-910-6040.10 (Transit, Transportation, Operations, Outside Contract Services).

BACKGROUND/DISCUSSION:

On October 13, 2021, City Council approved Resolution 21-82 authorizing application for a Los Angeles County Regional Park and Open Space District (RPOSD) Measure A Competitive Grant. Staff applied for the Regional Recreation Facilities, Multi-Use Trails and Accessibility Program, which aims to improve, connect, and protect regional recreational facilities and trails.

On June 2, 2022, the City accepted the award of competitive grant funds and entered into an agreement with Los Angeles County RPOSD for the Rio Hondo River Access Improvement Project (AIP). The Rio Hondo River AIP aims to improve connections from the Rio Hondo River entrance to Beverly Boulevard and Grant Rea Park. The project includes the addition of amenities such as an electronic sign (Phase II of the overall project). The City successfully completed the first phase of the Rio Hondo Access Improvement Project as of June 11, 2025, which features ADA-accessible amenities, picnic areas, benches, bicycle racks, sustainable landscaping, and lighting.

The Notice Inviting Bids (NIB) for the sign portion of the project was published on June 26, 2025 in a local newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on July 23, 2025. The following is the tabulation based on the order of when the bids were received:

	Contractors	Total
1	Voltaire Engineering	\$380,098.00
2	Square Signs, LLC.	\$389,000.00
3	Estate Design & Construction, Inc.	\$420,000.00
4	VSI Technologies	\$425,000.00

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Based on the bid review, staff recommendation is to award Voltaire Engineering the contract agreement (Attachment A) as the most responsive, responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council award Construction Contract Agreement No. 4372 (Attachment A) to Voltaire Engineering, Inc. for the Rio Hondo Access Improvement Project (Phase II, CP 924-2) in the amount of \$380,098, as well as authorize a construction contingency of \$19,902, for a total not to exceed contract amount of \$400,000. The recommended actions also require amending the Fiscal Year 2025-26 budget by increasing appropriations by \$400,000 in Account No. 600-90-910-6040.10 (Transit, Transportation, Operations, Outside Contract Services). Furthermore, staff recommend authorizing the City Clerk's Office to release all other bidders' bonds, and authorizing the City Manager to execute the agreement and any change orders in good faith.

ATTACHMENT(S)

1. Attachment A - Professional Services Agreement No. 4372 with Voltaire Engineering Inc
2. Attachment B - Bid Results

**PROFESSIONAL SERVICES AGREEMENT NO. 4372
WITH VOLTAIRE ENGINEERING, INC.**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on August 13, 2025, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and VOLTAIRE ENGINEERING INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before July 23, 2025, published on June 26, 2025, for the work on the Rio Hondo Access Improvement Project Sign(CP-924-2) ("PROJECT").

WHEREAS, on August 13, 2025, 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:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the 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 and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices
3. Standard drawings
4. Details

STANDARD PUBLIC WORKS AGREEMENT NO. 4372

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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

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

- a. This Agreement shall expire June 30, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **Four Hundred Thousand Dollars (\$400,000)**, 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.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 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

Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify

STANDARD PUBLIC WORKS AGREEMENT NO. 4372

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and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **Seventy-Five (75)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the

parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

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. 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.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §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 SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

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a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

- a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the 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."

SECTION 12. INSURANCE REQUIREMENTS

- a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.
- b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and

shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of \$375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession

belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees

STANDARD PUBLIC WORKS AGREEMENT NO. 4372

Page 12 of 14

or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

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

To the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: RAlvarez@montebelloc.gov

With copy to: City of Montebello – Department of Public Works
Attn: Cesar Roldan, Public Works Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1462
Email: CRoldan@montebelloc.gov

To CONTRACTOR: Voltaire Engineering, Inc.
Attn: Peter Delgado
1460 Cambridge Avenue
Redlands, CA 92374
Email: voltairellc44@gmail.com

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

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the

benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

STANDARD PUBLIC WORKS AGREEMENT NO. 4372

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO
("CITY")

VOLTAIRE ENGINEERING, INC.
("CONTRACTOR")

By: _____
Raul Alvarez, City Manager

By: _____
Peter Delgado, CEO, CFO, SEC.

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Contractor's Proposal

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

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

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

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

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

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

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that

CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. Additional Insureds.

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

5. Notice of Cancellation.

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Subrogation.

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the City of Montebello under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

11. Evidence of Insurance and Claims.

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

EXHIBIT "B"
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 Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Oblige, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, 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 SUB-CONTRACTORS shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, 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 Agreement 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

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (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 SUB-CONTRACTORS, 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 Agreement, 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 SUB-CONTRACTORS, 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 agreed 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 Agreement, 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 SUB-CONTRACTORS 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 Agreement, 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 Agreement, 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 Agreement 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--

EXHIBIT “D”
Contractor’s Proposal

PROPOSAL
FOR
RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT SIGN
C.P. No. 924-2
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.

PROPOSAL
FOR
RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT SIGN
C.P. No. 924-2
IN THE CITY OF MONTEBELLO

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

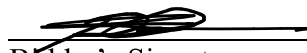
Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	\$ 80,000	\$ 80,000
2	Traffic Control	1	LS	\$ 15,000	\$ 15,000
3	Implementation of BMPs	1	LS	\$ 1,200	\$ 1,200
4	Electronic billboard, 10mm pixel Watchfire LED Display	1	LS	\$ 279,398	\$ 279,398
5	Southern California Edison Connection	1	LS	\$ 4,500	\$ 4,500
TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES					\$ 380,098

TOTAL AMOUNT BID IN WORDS: THREE HUNDRED EIGHTY THOUSAND DOLLARS.
NINETY EIGHT DOLLARS

Dollars

_____
Bidder's Signature

CEO, CFO, SEC.
Title

VOLTAIRE ENGINEERING, INC.
Company Name

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

Bidder's List of subcontractor

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number
				DIR Reg Number
Name: Encore Image City, State 303 West Main Street Ontario Ca 91762	#4 Billboard	190,000	50%	CSLB@ 1113762 DIR #1001187409
Name: City, State				
Name: City, State				
Name: City, State				

Name: 				
City, State				

"PLEASE SEE ATTACHED"

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:

Orr & Associates Insurance Services | License 0E63493

P: 858-699-5442 F: 951-380-7001 M: 858-699-5442

VOLTAIRE ENGINEERING, INC.

COMPLETED AND ON-GOING PROJECTS

Instagram @VOLTAIRELLC44

6/23/2025

PETER DELGADO
CSLB # 1120610 Class. A.B.
DIR # PW-LR-1001073453
1460 Cambridge AVE
Redlands CA 92374
909-747-8414
Email. voltairellc44@gmail.com

Project: GLEN ARBOR DOG PARK. Started 4/23/25 -ON-GOING

Contract Amount: \$924,277
Brian Crawford- Tel 951-461-6047
Project Manager
BCrawford@murrietaca.gov
City of Murrieta /Public Works Department

Project: RIO HONDO IMPROVEMENTS. Started 2/7/25 -COMPLETED 5/5/25

Contract Amount: \$437,518
Adan Ramirez- Tel 323-887-1462
Project Manager
ARamirez@montebelloca.gov
City of Montebello/Public Works Department

Project: Santa Ana River Trail Improvements. Start 9/9/24 COMPLETED 11/21/24

Contract Amount: \$232,037.00
David Hatch
Chief of Inspectors
DHatch@riversideca.gov
City of Riverside/Public Works Department

3900 Main Street
Riverside, CA 92501
Direct: 951-826-5723

Project: Berkshire Place Bridge over Flint Canyon Channel - Approach Barriers and Guard Rail: Start 8/5/24, completed 9/3/24

Contract Amount: \$278,826.00

Maged El-Rabaa, P.E.

City Engineer

Public Works Department

City of La Cañada Flintridge

One Civic Center Drive

La Cañada Flintridge, CA 91011

Office: (818) 790-8882, Ext 205 | E: cityengineer@lcf.ca.gov

Pasadena Unified School District- 100% Completed 7/25/24 as a Sub for Building Resources Inc.

Project Name: - **CAMPUS FIRE ALARM UPGRADES- Clearing & Grubbing of 25,000Sf of track, Remove & dispose of 462 tons of native soil. Import 560 Tons of Stabilized Decomposed Granite.**

Contract Amount: \$259,000 @VOLTAIRELLC44

Contact Person: Wendy Mojica, Project Director

Tel: 714-785-8195

Perris Elementary School District- 100% Completed 6/21/24 as a Sub for Building Resources Inc.

Project Name: - **CAMPUS FIRE ALARM UPGRADES- Demolition of 4 Modular buildings, Demo concrete, Demo asphalt, Over excavate and recompact.**

Contract Amount: \$221,000 @VOLTAIRELLC44

Contact Person: Wendy Mojica, Project Director

Tel: 714-785-8195

City of Inglewood 100% Completed 6/4/23 IG @VOLTAIRELLC44

Project Name: "Vincent Park Soccer Field Parking Area Improvement Project"

Contract Amount: \$198,049.88

Contact Person: Kenrick Sanderlin, Associate engineer

Email: ksanderlin@cityofinglewood.org

Tel: 310-412-5333

City of Corona Slope Repair Project IG 100 % Complete 5/30/24 @VOLTAIRELLC44

Contract Amount: \$478,759.02

Tel: Alan Zhang . Associate Engineer.

Office: 951-736-2236

Email: Alan.Zhang@coronaca.gov

City of Riverside 100% Complete 11/14/23 IG @VOLTAIRELLC44

Project Name: Rustin Ave sidewalk improvements

Contract Amount: \$158,258.00

Contact Person: David Hatch, Chief of Inspectors. Email: dhatch@riversideca.gov

Tel: 951-826-5723

City of Rancho Cucamonga 100% Complete 11/16/23 IG@VOLTAIRELLC44

Project Name: Arbor Substation improvements

Contract Amount: \$497,512.00

Contact Person: Trina Valdez,

Email: trina.valdez@cityofrc.us

Utilities Operations Supervisor

Tel: 909-774-4014

City of Inglewood 100% Completed 12/11/23 IG @VOLTAIRELLC44

Project Name: VINCENT PARK DECOMPOSED GRANITE PROJECT, CB-23-16

Contract Amount: \$190,800

Contact Person: Hung Nguyen-Hunter.

Email: hhunter@cityofinglewood.org

Tel: 310-412-5111

County of Los Angeles Public Works 100% Complete. IG @VOLTAIRELLC44 as Sub for HHJ

Project Name: Nicholas Canyon State Beach

Contract Amount: \$360,000

Contact Person: Edward Kim, Project Manager

Tel: 818-335-3813

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder PETER DELGADO, proposed
~~sub~~contractor VOLTAIRE ENGINEERING, INC., hereby certifies that he
has  has not ____, participated in a previous contract or subcontract subject to the equal
opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where
required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal
Contract Compliance, a Federal Government contracting or administering agency, or the former
President's Committee on Equal Employment Opportunity, all reports due under the applicable filing
requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has _____, has not  been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No 

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

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of MONTEBELLO
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐	2. Status of Federal Action: ☐	3. Report Type: ☐
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b. initial award c. post-award	b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary) N/A		
15. Continuation Sheet(s) attached: Yes ☐ No ☒		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: PETER DELGADO Title: CEO, CFO, SEC. Telephone No.: 909-747-8414 Date: 5/22/25		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT SIGN
C.P. No. 924-2
IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes _____

No  _____

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name PETER DELGADO

Business Address: 1460 CAMBRIDGE AVE, REDLANDS CA 92374

Telephone 909-747-8414

State Contractor's License No. and Class: 1120610 A&B

Original Date Issued 1/18/21 Expiration Date 5/31/26

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:

PETER DELGADO, CEO, CFO, SEC. 1460 CAMBRIDGE AVE, REDLANDS CA 92374. 909-747-8414

EVETTE MENDOZA, VP. 1460 CAMBRIDGE AVE, REDLANDS CA 92374. 909-747-8414

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

N/A

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

N/A

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

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT SIGN

C.P. No. 924-2

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that Voltaire Engineering, Inc.,
1460 Cambridge Avenue, Redlands, CA 92374, as BIDDER, and Merchants Bonding
Company (Mutual), P.O. Box 14498, Des Moines, IA 50306-3498, as SURETY, are held and firmly
bound unto the City of Montebello, as AGENCY, in the penal sum of Ten percent of the base
bid plus the total amount of all additive alternatives
dollars (\$ 10%), 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
10th day of July, 2025.

BIDDER* Voltaire Engineering, Inc., 1460 Cambridge Avenue, Redlands, CA 92374

SURETY* Merchants Bonding Company (Mutual) - P.O. BOX 14498, DES MOINES, IA 50306 - 3498 (515) 243-8171

Christine M. Hrusovsky, Attorney-In-Fact, 595 E. Swedesford Rd., Suite 350, Wayne, PA 19087 215-646-2400

Subscribed and sworn to this 10th day of July, 2025.

NOTARY PUBLIC Gabriella Kay, Notary

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

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
- ☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Riverside

Subscribed and sworn to (or affirmed) before me
on this 22nd day of July, 2025,
by Peter Delgado
(1) _____
(and (2) _____),
Name(s) of Signer(s)



Place Notary Seal Above

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature Kimi Hall
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal Guarantee Bid Bond Document Date: 7/16/25
Number of Pages: 01 Signer(s) Other Than Named Above: Christine M. Hrusovsky

ACKNOWLEDGMENT

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 Pennsylvania
County of Chester

On July 10, 2025 before me, Gabriella Kay, Notary
(insert name and title of the officer)

personally appeared Christine M. Hrusovsky,
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 Gabriella Kay (Seal)

Commonwealth of Pennsylvania - Notary Seal
Gabriella Kay, Notary Public
Chester County
My Commission Expires March 6, 2028
Commission Number 1443504

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christine M Hrusovsky; Elizabeth P Cervini; Jamie K Geyer; John E Rosenberg; Kyle W Koziol; Nevin L Beyer

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

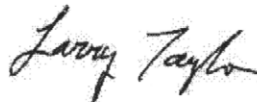
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of June, 2025.

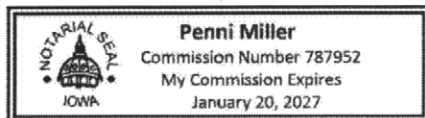


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)


Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of July, 2025.




Secretary

POA 0018 (5/25)

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Merchants Bonding Company (Mutual)

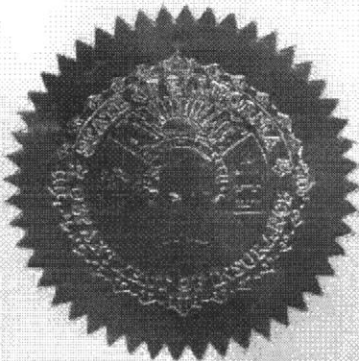
of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety, Liability, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.



Dave Jones
Insurance Commissioner

By

Valerie Sarfaty
Valerie Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2024
Admitted Assets	
Bonds	\$ 314,115,790
Stocks	99,457,232
Real Estate	11,979,000
Cash and Short-Term Investments	34,595,383
Other Invested Assets	1,781,226
Subtotal, Cash and Invested Assets	461,928,631
Premiums in the Course of Collection	31,016,337
Amounts Recoverable from Reinsurers	6,215,636
Other Assets	25,502,395
Total Admitted Assets	\$ 524,662,999
Liabilities & Surplus	
Losses and Loss Adjustment Expense Reserves	\$ 38,546,978
Unearned Premiums	105,398,814
Ceded Reinsurance Premiums Payable	8,824,682
Other Liabilities	54,823,625
Total Liabilities	207,594,099
Unassigned Funds (Surplus)	270,943,798
Total Surplus	317,068,900
Total Liabilities and Policyholders' Surplus	\$ 524,662,999

I, Elisabeth Sandersfeld, Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2024, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer

2/28/2025

Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

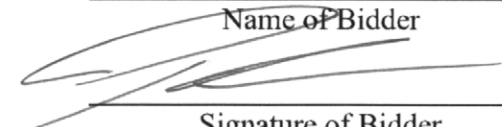
That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Rio Hondo River Access Improvement Project Sign
CP 924-2

(Fill in description of contract)
VOLTAIRE ENGINEERING, INC.
Company

PETER DELGADO

Name of Bidder



Signature of Bidder

1460 CAMBRIDGE AVE

Business Address

REDLANDS CA 92374

City StateZip Code

Subscribed and sworn to before me this _____ day of _____, 20__.

PLEASE SEE ATTACHED
CALIFORNIA COMPLIANT
ACKNOWLEDGMENT (JURAT)

Notary Public in and for the County of _____,
_____, State of California.

My Commission Expires _____, 20__.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
- ☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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 Riverside

Subscribed and sworn to (or affirmed) before me
on this 22nd day of July, 2025,
by Peter Delgado
(1) Peter Delgado
(and (2) _____),
Name(s) of Signer(s)



Place Notary Seal Above

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature Kimi Hall
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date: 07/22/25
Number of Pages: 01 Signer(s) Other Than Named Above: None

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 PETER DELGADO/VOLTAIRE ENGINEERING, INC.

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

PETER DELGADO

Printed Name

CEO, CFO, SEC.

Title

Subscribed and sworn to this 28 day of _____, 20____.

NOTARY PUBLIC _____

PLEASE SEE ATTACHED
CALIFORNIA COMPLIANT
ACKNOWLEDGMENT / JURAT

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
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1
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5
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Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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 Riverside

Subscribed and sworn to (or affirmed) before me
on this 22nd day of July, 2025,
by Date Month Year
(1) Peter Delgado
(and (2) _____),
Name(s) of Signer(s)



Place Notary Seal Above

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature Kimi Hall
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidders Information Document Date: 07/22/25
Number of Pages: 02 Signer(s) Other Than Named Above: NONE



MONTEBELLO

CP 924-2 - RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT SIGN

Bid Results											
				Voltaire Engineering	Voltaire Engineering	Square Signs LLC	Square Signs LLC	Estate Design and Construction Inc	Estate Design and Construction Inc	VSI TECHNOLOGIES	VSI TECHNOLOGIES
Item No.	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 12,000.00	\$ 12,000.00	\$ 21,000.00	\$ 21,000.00	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 12,400.00	\$ 12,400.00	\$ 33,600.00	\$ 33,600.00	\$ 7,200.00	\$ 7,200.00
3	Implementation of BMPs	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 27,300.00	\$ 27,300.00	\$ 7,000.00	\$ 7,000.00
4	Electronic billboard, 10mm pixel Watchfire LED Display	1	LS	\$ 279,398.00	\$ 279,398.00	\$ 340,000.00	\$ 340,000.00	\$ 287,700.00	\$ 287,700.00	\$ 280,000.00	\$ 280,000.00
5	Southern California Edison Connection	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 22,600.00	\$ 22,600.00	\$ 50,400.00	\$ 50,400.00	\$ 110,800.00	\$ 110,800.00
					\$ 380,098.00		\$ 389,000.00		\$ 420,000.00		\$ 425,000.00



ITEM # 28

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD AGREEMENT NO. 4373 TO CERTIFIED ROOFING APPLICATORS, INC. THE FOR FIRE STATION #56 REMODELING PROJECT (CDBG) (CP 923)**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4373 to Certified Roofing Applicators for the Fire Station #56 Remodeling Project (CP 923) as the most responsive, responsible bidder for the amount of \$751,120 payable from Account No. 255-50-7115 (CDBG, Community Development, Building Improvements); and
2. Approve a construction contingency in the amount of \$28,258 payable from Account No. 255-50-7115 (CDBG, Community Development, Building Improvements), bringing the total contract amount to \$779,378; and
3. Authorize the City Clerk's Office to release all other bidders' bonds; and
4. Authorize the City Manager to execute the agreement and all change orders in good faith; and
5. Reject VSI Technologies as the lowest bidder for failing to attend the Mandatory Job Walk held on July 7, 2025, at 10:00 AM, a requirement for bid eligibility for this project; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Annually, the U.S. Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the City of Montebello. Specifically, the Community Development Block Grant (CDBG) allocated funding in the amount of \$1,970,964 during the Fiscal Year 2020-21 funding cycle. At the City Council

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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meeting of August 26, 2020, it was decided that a portion of the CDBG funds would be earmarked for the Fire Station #56 Renovation Project. In 2025, the CDBG Action Plan reflected the allocation of funds for the removal and replacement of the roof at Fire Station #56.

Staff recommend awarding the agreement to Certified Roofing Applicators as the most responsive and responsible bidder for the amount of \$751,120. Additionally, a construction contingency in the amount of \$28,258 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost, bringing the total contract amount to \$779,378 payable from Account No. 255-50-7115 (CDBG, Community Development, Building Improvements).

The Fiscal Year 2025-26 adopted budget included funding in this amount in the CDBG Fund (Fund 255). Therefore, no budget amendment is needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

On June 25, 2025, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for the the Fire Station #56 Remodeling Project (CDBG) (CP 923).

The Fire Station #56 Renovation Project is located at 1166 S. Greenwood Avenue, and it aims to rehabilitate the roof, which leaks when it rains. It has been several years since the sloped roofs received new shingles, and the flat roofs have not been fully replaced since they were installed. One of the key repairs that will be made as part of the project is to re-slope the flat roof. The roof currently retains water and drips because it does not properly drain. The HVAC will be removed and replaced, though it was not included as part of the bid specifications.

The NIB was published on June 26, 2025, in a local newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on July 23, 2025. The following is the tabulation based on the order in which the bids were received:

	Contractors	Bid Total
1	VSI Technologies	\$421,400
2	Certified Roofing Applicator, Inc.	\$751,120

The bid analysis was conducted to ensure the selected contractor met all state and local requirements and represented the most responsive and responsible bid. During the review, it was determined that VSI Technologies did not attend the mandatory job walk held on July 7, 2025, at 10:00 AM. Attendance at this meeting was a prerequisite for bid eligibility, as it provided critical information regarding the materials and specifications necessary to ensure the long-term durability of the Fire Station building. As a result of their non-attendance, VSI Technologies' bid was deemed ineligible. A copy of the Mandatory Job Walk sign-in sheet is attached (Attachment C) for review.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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Therefore, staff recommends awarding the construction contract (Attachment A) to Certified Roofing Applicators, Inc. as the most responsive and responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review, and the itemized bid results for comparative analysis are included in Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend awarding Agreement No. 4373 to Certified Roofing Applicators, Inc. for the the Fire Station #56 Remodeling Project (CP 923) as the most responsive and responsible bidder, in the amount of \$751,120, payable from Account No. 255-50-7115 (CDBG, Community Development, Building Improvements). In addition, staff recommend approving a construction contingency of \$28,258 from the same account, bringing the total contract amount to \$779,378.

Staff further recommend authorizing the City Clerk's Office to release all other bidders' bonds and authorize the City Manager to execute the construction contract agreement and all related change orders in good faith. Staff also recommend rejecting the proposal submitted by VSI Technologies, due to their failure to attend the Mandatory Job Walk held on July 7, 2025, at 10:00 AM. Attendance at the Job Walk was a required prerequisite, established to ensure all prospective bidders were properly informed of the project's specifications and material requirements, particularly given that the facility is designated for emergency use.

ATTACHMENT(S)

1. Attachment A - Professional Services Agreement No. 4373
2. Attachment B - Bid Results
3. Attachment C - CP 923 (Job Walk Sign-In Sheet)

**CONSTRUCTION CONTRACT AGREEMENT NO. 4373
WITH CERTIFIED ROOFING APPLICATORS, INC.**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on August 13, 2025, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CERTIFIED ROOFING APPLICATORS, INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before July 23, 2025, published on June 26, 2025, for the work on the Fire Station #56 Remodeling Project (CDBG) (CP 923) ("PROJECT").

WHEREAS, on August 13, 2025, 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:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the 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 and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices
3. Standard drawings
4. Details

STANDARD PUBLIC WORKS AGREEMENT NO. 4373

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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

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

- a. This Agreement shall expire June 30, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **Seven Hundred Fifty-One Thousand, One Hundred Twenty Dollars (\$751,120)**, 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.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 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

STANDARD PUBLIC WORKS AGREEMENT NO. 4373

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Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify

STANDARD PUBLIC WORKS AGREEMENT NO. 4373

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and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **One Hundred Twenty (120)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or

STANDARD PUBLIC WORKS AGREEMENT NO. 4373

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the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

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. 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.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §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 SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

STANDARD PUBLIC WORKS AGREEMENT NO. 4373

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a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the 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."

SECTION 12. INSURANCE REQUIREMENTS

a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

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

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

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and

shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of \$375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession

belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees

STANDARD PUBLIC WORKS AGREEMENT NO. 4373

Page 12 of 14

or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

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

To the CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: RAlvarez@montebelloc.gov
With copy to:	City of Montebello – Department of Public Works Attn: Cesar Roldan, Public Works Director 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1462 Email: CRoldan@montebelloc.gov
To CONTRACTOR:	CERTIFIED ROOFING APPLICATORS, INC. Attn: Shahan Kaprielian, President 11914 Front Street Suite C Norwalk, CA 90650 Email: Shawn@crarroofing.com

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

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the

STANDARD PUBLIC WORKS AGREEMENT NO. 4373

Page 13 of 14

benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

STANDARD PUBLIC WORKS AGREEMENT NO. 4373

Page 14 of 14

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO
(“CITY”)

**CERTIFIED ROOFING APPLICATORS,
INC. (“CONTRACTOR”)**

By: _____
Raul Alvarez, City Manager

By: _____
Shahan Kaprielian, President .

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Contractor’s Proposal

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

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

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

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

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

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

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that

CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. Additional Insureds.

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

5. Notice of Cancellation.

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Subrogation.

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the City of Montebello under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

11. Evidence of Insurance and Claims.

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

EXHIBIT "B"
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 Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Oblige, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, 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 SUB-CONTRACTORS shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, 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 Agreement 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

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (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 SUB-CONTRACTORS, 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 Agreement, 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 SUB-CONTRACTORS, 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 agreed 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 Agreement, 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 SUB-CONTRACTORS 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 Agreement, 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 Agreement, 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 Agreement 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--

EXHIBIT "D"
CONTRACTOR'S PROPOSAL

BID PROPOSAL

FOR

FIRE STATION 56 REMODELING PROJECT (CDBG)

C.P. No. 923

IN THE CITY OF MONTEBELLO

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

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

BASE BID ITEMS:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Sloped Tile: Roof, Demo, Remove, Furnish and Install Secure Guard 60 Self-Adhered Tile Underlayment, Furnish, Install Eagle Product SMB 8820 Santa Clara Blend, Tiles Nailed Down, install all new necessary metal flashings	LS	1	\$225,000.00	\$225,000.00
2	Flat Roof: Demo, Remove, Furnish, and install ½ Georgia-Pacific Dens Deck Prime Roof Board, install new roof drains, install 45 mil single-ply Hypalon membrane, replace skylight lenses, install new Kynar metal coping, install walkway pad and Safety Railing System around roof Hatch.	LS	1	\$376,120.00	\$376,120.00
3	Plywood sheathing cost per sheet installed – AS NEEDED. All Bidders must utilize this specific figure for this specific item when submitting a formal bid.	LS	1	\$150,000	\$150,000
TOTAL AMOUNT BID IN FIGURES					\$ 751,120.00

TOTAL AMOUNT BID IN WORDS Seven Hundred Fifty One Thousand One Hundred

Twenty Dollars and 00/100***** Dollars

Bidder's Signature:



Title: President

Company Name: Certified Roofing Applicators, Inc.

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

(562) 864-8662

PHONE

(562) 868-5726

FAX

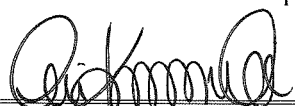
RECEIPT OF ADDENDUM NO(S) . . . IS/ARE HEREBY ACKNOWLEDGED. _____

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 twenty (120) working days from the date of the Notice to Proceed.

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the "Notice to Proceed with Construction".

Enclosed is a Bidder's Bond, Certified Check or Cashier's Check number N/A on

the Atlantic Specialty Insurance Company 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.

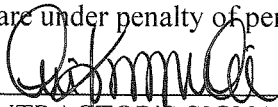
SIGNATURE OF BIDDER  TEL NO. (562) 864-8662

BUSINESS ADDRESS 11914 Front St. Ste C, Norwalk, CA 90650

CONTRACTOR'S LICENSE
NUMBER & EXPIRATION DATE 732511 - 02/28/27

TYPE OF LICENSE C39, B, C20, C-8

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

, Dated this 23 day of July, 20
CONTRACTOR'S SIGNATURE

SURETY COMPANY'S Lockton Insurance Brokers, LLC.
NAME

777 S. Figueroa St., Ste 5200
ADDRESS

Los Angeles CA 90017
CITY STATE / ZIP CODE

DESIGNATION OF SUBCONTRACTORS
California Public Contract Code 6109

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

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

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

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

D.

California Public Contract Code 7104

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

Bidder's List of subcontractor

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number
				DIR Reg Number
Name: <u>N/A</u> City, State _____				
Name: _____ City, State _____				
Name: _____ City, State _____				
Name: _____ City, State _____				
Name: _____ City, State _____				

REFERENCES

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

1. __ Name and Address of Agency

City of Montebello; James Coiner (323) 887-1200 Ext. 378

Name and telephone number of person familiar with project

<u>\$850,000</u>	<u>Roof Replacement</u>	<u>2020</u>
Contract amount	Type of work	Date completed

2. __ Name and Address of Agency

Frontier Communications; Jim Lambert (805) 208-5351

Name and telephone number of person familiar with project

<u>\$2,300,000</u>	<u>Roof Replacement</u>	<u>2024</u>
Contract amount	Type of work	Date completed

3. __ Name and Address of Agency

City of El Monte; Allen Cayir (714) 883-8677

Name and telephone number of person familiar with project

<u>\$289,720</u>	<u>Roof Replacement</u>	<u>2021</u>
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:

<u>Bond: Lockton Insurance Brokers, LLC</u>	<u>Insurance: Modab Insurance</u>
<u>777 S. Figueroa St., Ste 5200</u>	<u>2629 Townsgate Road., St 110</u>
<u>Los Angeles, CA 90017</u>	<u>Westlake Village, CA 91361</u>
<u>Chase Seyforth -- Account Manager</u>	<u>Michael Modaberpour -- President</u>
<u>(213) 655-9751</u>	<u>(818) 405-9576</u>

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

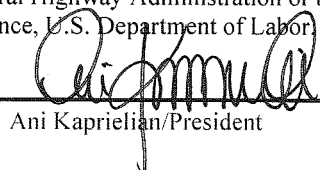
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Certified Roofing Applicators, Inc, proposed subcontractor N/A, hereby certifies that he has ☒, has not ☐, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.


Ani Kaprielian/President

PUBLIC CONTRACT CODE

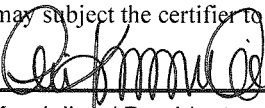
Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has _____, has not ☒ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



Ani Kaprielian / President

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

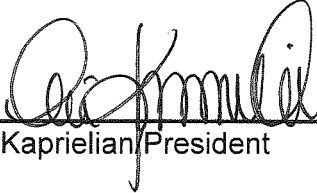
Yes _____ No ☒

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

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



Ani Kaprielian/President

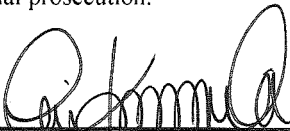
Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of Los Angeles

DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



Ani Kaprielian / President

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Fire Station 56 Remodeling

Project (CDBG)

1166 S. Greenwood Ave.

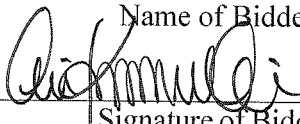
Montebello, CA 90640

(Fill in description of contract)

Certified Roofing Applicators, Inc.
Company

Ani Kaprielian / President

Name of Bidder



Signature of Bidder

11914 Front St., Ste C

Business Address

Norwalk CA 90650

City State Zip Code

Subscribed and sworn to before me this 17th day of July, 2025.

Los Angeles - Minel Heras
Notary Public in and for the County of

Los Angeles, State of California.

My Commission Expires 12-22, 2028

See attached Jurat

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 the document.

State of California
County of Los Angeles

SUBSCRIBED AND SWORN TO (or affirmed) before me
on this day 17th day of July 2025, by **Ani Kaprielian**
proved to me on the basis of satisfactory evidence to be the
person who appeared before me.



X 

Minel Heras
Notary Public

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

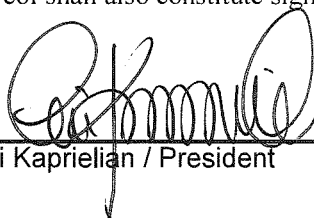
- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.


Ani Kaprielian / President

C-14

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.


Ani Kaprielian / President

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ b. initial award c. post-award	3. Report Type: ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____												
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____												
6. Federal Department/Agency: N/A		7. Federal Program Name/Description: CFDA Number, if applicable _____												
8. Federal Action Number, if known:		9. Award Amount, if known:												
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)												
(attach Continuation Sheet(s) if necessary)														
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) <table style="width: 100%;"><tr><td style="width: 20px;">☐</td><td>a. retainer</td></tr><tr><td>☐</td><td>b. one-time fee</td></tr><tr><td>☐</td><td>c. commission</td></tr><tr><td>☐</td><td>d. contingent fee</td></tr><tr><td>☐</td><td>e. deferred</td></tr><tr><td>☐</td><td>f. other, specify _____</td></tr></table>		☐	a. retainer	☐	b. one-time fee	☐	c. commission	☐	d. contingent fee	☐	e. deferred	☐	f. other, specify _____
☐	a. retainer													
☐	b. one-time fee													
☐	c. commission													
☐	d. contingent fee													
☐	e. deferred													
☐	f. other, specify _____													
12. Form of Payment (check all that apply): <table style="width: 100%;"><tr><td style="width: 20px;">☐</td><td>a. cash</td></tr><tr><td>☐</td><td>b. in-kind; specify: nature _____ value _____</td></tr></table>			☐	a. cash	☐	b. in-kind; specify: nature _____ value _____								
☐	a. cash													
☐	b. in-kind; specify: nature _____ value _____													
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)														
15. Continuation Sheet(s) attached: Yes ☐ No ☐														
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.														
<table style="width: 100%;"><tr><td style="width: 60%;">Signature: _____</td><td style="width: 40%;">Date: _____</td></tr><tr><td>Print Name: _____</td><td></td></tr><tr><td>Title: _____</td><td></td></tr><tr><td>Telephone No.: _____</td><td></td></tr></table>			Signature: _____	Date: _____	Print Name: _____		Title: _____		Telephone No.: _____					
Signature: _____	Date: _____													
Print Name: _____														
Title: _____														
Telephone No.: _____														
Federal Use Only: Authorized for Local Reproduction Standard Form - LLL														

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a

material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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

PROPOSAL GUARANTEE
BID BOND

FOR
FIRE STATION 56 REMODELING PROJECT (CDBG)

C.P. No. 923

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that Certified Roofing Applicators, Inc.
_____, as BIDDER, and _____
Atlantic Specialty Insurance Company, as SURETY, are held and firmly
bound unto the City of Montebello, as AGENCY, in the penal sum of _____
Ten Percent of the total amount bid
_____ dollars (\$10% of the total amount bid), 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
15th day of July, 2025

BIDDER* Certified Roofing Applicators, Inc., 11914 Front St., Ste. C, Norwalk, CA 90650, (562) 860-0604

SURETY* Atlantic Specialty Insurance Company, 605 Highway 169 North, Ste. 800, Plymouth, MN 55441, (800) 662-0156

Chase Seyforth, Attorney-In-Fact, 777 S. Figueroa St., Ste. 5200, Los Angeles, CA 90017, (213) 689-0065

Subscribed and sworn to this _____ day of _____, 20____. SEE ATTACHED CA JURAT

NOTARY PUBLIC _____

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

CALIFORNIA JURAT

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.

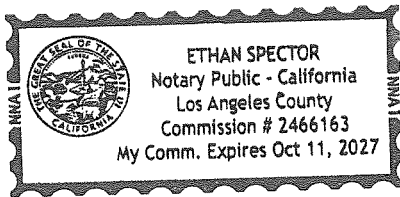
State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on JUL 15 2025, by Chase Seyforth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

Ethan Spector, Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **B. Aleman, Charles R. Teter, III, Chase Seyforth, D. Garcia, Edward C. Spector, Erin Brown, Ethan Spector, Jaren A Marx, Jennifer Ochs, KD Wapato, Marina Tapia, MB Neely, Rachel A Mullen, Sandra Corona, Sarah Campbell, Simone Gerhard**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

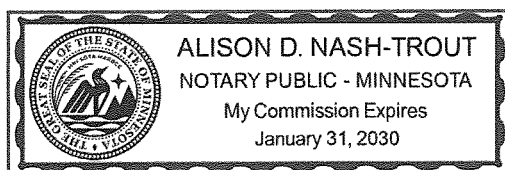
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of July, 2025



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

CALIFORNIA ACKNOWLEDGMENT

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 the document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

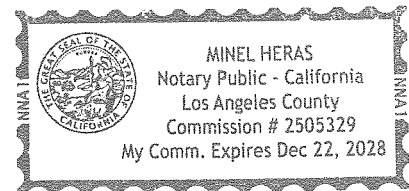
On July 17, 2025 before me, **Minel Heras**, Notary Public, personally appeared Ani Kaprielian who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

[SEAL]

Signature _____



BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

FIRE STATION 56 REMODELING PROJECT (CDBG)

C.P. No. 923

IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes _____

No ☒ _____

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

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

FIRE STATION 56 REMODELING PROJECT (CDBG)

C.P. No. 923

IN THE CITY OF MONTEBELLO

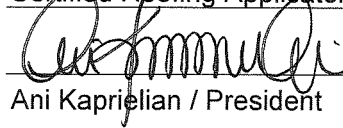
Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____

Seven Hundred Fifty One Thousand One Hundred Twenty Dollars and 00/100*****

_____ Dollars

(\$ 751,120.00). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Certified Roofing Applicators, Inc.



Ani Kaprielian / President Bidder

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:

PORTION OF WORK,
MATERIALS, OR EQUIPMENT

[illegible]

Page 1034 of 1585

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

City of Montebello; James Coiner (323) 887-1200 Ext. 378

Name and telephone number of person familiar with project

<u>\$850,000</u>	<u>Roof Replacement</u>	<u>2020</u>
Contract amount	Type of work	Date completed

2. Name and Address of Agency

Frontier Communications; Jim Lambert (805) 208-5351

Name and telephone number of person familiar with project

<u>\$2,300,000</u>	<u>Roof Replacement</u>	<u>2024</u>
Contract amount	Type of work	Date completed

3. Name and Address of Agency

City of El Monte; Allen Cayir (714) 883-8677

Name and telephone number of person familiar with project

<u>\$289,720</u>	<u>Roof Replacement</u>	<u>2021</u>
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:

<u>Bond: Lockton Insurance Brokers, LLC</u>	<u>Insurance: Modab Insurance</u>
<u>777 S. Figueroa St., Ste 5200</u>	<u>2629 Townsgate Rd., Ste 110</u>
<u>Los Angeles, CA 90017</u>	<u>Westlake Village, CA 91361</u>
<u>Chase Seyforth -- Account Manager</u>	<u>Michael Modaberpour -- President</u>
<u>(213) 655-9751</u>	<u>(818) 405-9576</u>

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 Certified Roofing Applicators, Inc.

Business Address: 11914 Front St. Ste C, Norwalk, CA 90650

Telephone (562) 864-8662

State Contractor's License No. and Class: 732511, C39, B, C20, C-8

Original Date Issued 2/13/1997 Expiration Date 02/28/2027

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:

Ani Kaprielian / President

Shahan Kaprielian / Vice President

Krikor Arabian / Vice President

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

NONE

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

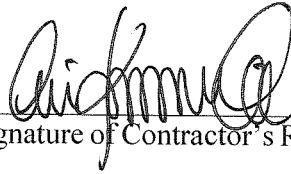
Certified General Contractors

Certified Air Conditioning

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 17th day of July, 2025.

BIDDER Certified Roofing Applicators, Inc.

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

Ani Kaprielian

Printed Name

President

Title

Subscribed and sworn to this 17th day of July, 2025.

NOTARY PUBLIC Minel Heras

- See Attached Jurat -

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 the document.

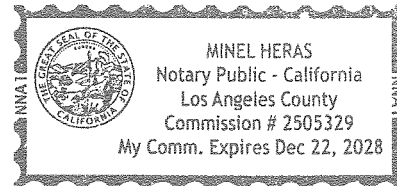
State of California
County of Los Angeles

SUBSCRIBED AND SWORN TO (or affirmed) before me
on this day 17th day of July 2025, by **Ani Kaprielian**
proved to me on the basis of satisfactory evidence to be the
person who appeared before me.

X



Minel Heras
Notary Public



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/PublicWorks/PublicWorks.html>.

Per this requirement, provide the following information:

Certified Roofing Applicators, Inc.

Contractor Name

1000032132

Contractor Department of Industrial Relations Registration Number:

6/30/2028

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name Fire Station 56 Remodeling Project (CDBG)

Contracting Agency City of Montebello Project Number: CP 923

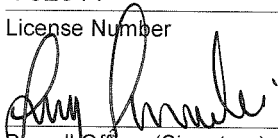
This is to certify that the principal and the authorized payroll officer(s), listed below, have received and read and a copy of the ***Federal Labor Standards Provisions (HUD-4010)*** and a copy of the ***Contractor's Guide to prevailing Wage Requirements for Federally-Assisted Construction Projects***, and that they understand the labor standards clauses pertaining to the above listed projects.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the ***Statement of Compliance*** forms which will accompany each weekly payroll report for contractor listed below during the duration of this project.

Certified Roofing Applicators, Inc
☒ Contractor ☐ Subcontractor Business Name

732511
 License Number

Suzy Samuelian
 Payroll Officer Name (Print)


 Payroll Officer (Signature)

Ani Kaprielian
 Payroll Officer Name (Print)


 Payroll Officer (Signature)

Ani Kaprielian
 Name of Person Authorized to Sign (Print)


 (Authorized Signature)

President
 Title

7/23/2025
 Date

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

(03/31/17)

TO: Roofers Union #36
 (Name of Labor Union, Workers Representative, etc)

5380 Poplar Blvd., Los Angeles, CA 90032
 (Address)

Contractor Name: Certified Roofing Applicators, Inc

Project Name: Fire Station 56 Remodeling Project (CDBG)

Project Number: CP 923

The Undersigned contractor holds a contract with the City of Montebello, involving funds provided by the U. S. Government, or a subcontract with a prime contractor holding such contract. Under the provisions included in the contract or subcontract for the above referenced project, and in accordance with Executive Order 11246, the undersigned contractor is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

The undersigned contractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability; and require affirmative action by prime contractors and subcontractors to employ, and advance in employment, qualified protected veterans and individuals with disabilities.

Copies of this notice will made available to worker representatives and be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Ani Kaprielian

(Print Name)

By: 

(Signature)

7/23/2025

(Date)

President

(Title)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**
HUD FORM 4230A

 OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM (name and address of requesting agency)

N/A

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

- | | |
|-----------------------------------|--|
| ☐ Building | ☐ Residential |
| ☐ Heavy | ☐ Other (specify) |
| ☐ Highway | |

6. WAGE DECISION NO. (include modification number, if any)

DATE of WAGE DECISION:

 7. WAGE DECISION EFFECTIVE
DATE (LOCK-IN):

☐ COPY ATTACHED

8. WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)

9a.

☐ Agree

☐ Disagree

 10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE
(name, address)

9b. SIGNATURE

DATE

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ Approved, meets all criteria. DOL confirmation requested.
- ☐ One or more classifications fail to meet all criteria. DOL decision requested.

Agency Representative
 (Typed name and signature)

 Date

 Phone Number

**FOR HUD USE ONLY
LR2000:**

Log in:

Log out:

BIDDERS QUESTIONNAIRE FORM

Fill out all the following information and submit with Bid Proposal:

Bidder/Contractor's Name:		Certified Roofing Applicators, Inc	
Business Address:		11914 Front St. Ste C, Norwalk, CA 90650	
Telephone Number:		(562) 864-8662	Email: ani@nes-sweeping.com
California State Contractor's License Number and Class:		#: 732511	
		Class: C39, B, C20, C8	
Tax Identification Number:		95-4610326	
DIR Contractor Registration Number:		1000032132	
UEI Number:		T47NY4PKAM3	
Business License: Do you currently have an active City Business License?		☐ YES #:	
		☒ NO	
Number of years of experience the company has as a contractor:			33 years
DIR Contractor Worker(s) Classification (s) (e.g. laborer, electrician, cement mason etc.)		Roofer	
Has the company or any principal having an interest in this Bid ever failed to complete a project?		☐ YES ☒ NO	
		If yes, explain:	
Has the company or any principal having an interest in this Bid ever been terminated for cause, even if was converted to a "termination of convenience"		☐ YES ☒ NO	
		If yes, explain:	
Type of Firm:		☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation (State California) ☐ Other (specify)	

☐ Minority Business Enterprise(MBE) ☒ Women Business Enterprise (WBE) ☐ Small Disadvantaged Business (SDB) ☐ Veteran Owned Business ☐ Disabled Veteran Owned Business ☐ None Apply	
List at least three related projects completed in the last five (5) years:	
1. Name of Project: City of Montebello	
Contact: James Coiner	Phone: (323) 887-1200 Ext. 378
Location of Project (City/State): Montebello, CA	
Contact Amount: 850,000	Date Completed: 2020
Brief Description of Work: Roof Replacement	
2. Name of Project: Frontier Communications	
Contact: Jim Lambert	Phone: (805) 208-5351
Location of Project (City/State): Santa Barbara, CA	
Contact Amount: \$2,300,000	Date Completed: 2024
Brief Description of Work: Roof Replacement	
3. Name of Project: City of El Monte	
Contact: Allen Cayir	Phone: (714) 883-8677
Location of Project (City/State): El Monte, CA	
Contact Amount: \$289,720	Date Completed: 2021
Brief Description of Work: Roof Replacement	
Surety Company that will provide all Insurance Requirements:	
Name of Surety: Michael Modaberpour	
Address: 2629 Townsgate Rd., St 110, Westlake Village, CA 91361	
Surety Company: Modab Insurance	

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

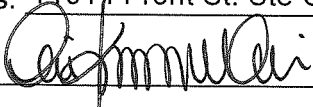
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 7/23/2025

Project Number: CP 923

Company: Certified Roofing Applicators, Inc

Address: 11914 Front St. Ste C, Norwalk, CA 90650

By: 

Title: Ani Kaprelian / President

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS

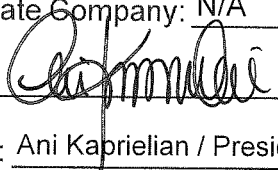
The ☒bidder, ☐proposed sub-contractor, hereby certifies that he/she ☒has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☒has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 7/23/2025 Project Number: CP 923 Contract Award: \$ 751,120.00

Awarding Agency: City of Montebello

Contractor Name: Certified Roofing Applicators, Inc Total Number of Employees 12

Affiliate Company: N/A

By: 

Title: Ani Kaprielian / President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* CONTRACTOR/SUBCONTRACTOR Certified Roofing Applicators, Inc			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Ani Middle Name: * Last Name: Kaprielian Suffix: * Title: President			
* SIGNATURE:		* DATE: 7/23/2025	

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 7/23/2025

Project Number: CP 923

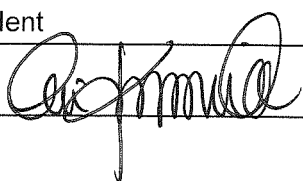
Project Name: Fire Station 56 Remodeling Project (CDBG)

Company Name: Certified Roofing Applicators, Inc

Address: 11914 Front St. Ste C, Norwalk, CA 90650

Print Name: Ani Kaprielian

Title: President

Signature: 

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Fire Station 56 Remodeling Project (CDBG)

PROJECT NAME

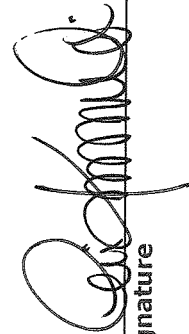
City of Montebello

AWARDING AGENCY

Location: 1166 S. Greenwood Ave, Montebello, CA 90640

Project Number: CP 923

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
N/A						



Signature

Ani Kaprielian / President

Name and Title

7/23/2025

Date

Certified Roofing Applicators, Inc

Company Name

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

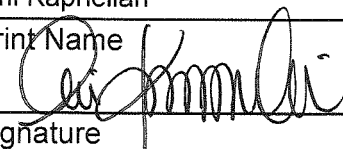
Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
 - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
 - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Certified Roofing Applicators, Inc Name of Contractor/Subcontractor Ani Kaprielian Print Name  Signature	11914 Front St. Ste C, Norwalk, CA 90650 Address President Title 7/23/2025 Date
--	---

NOTICE OF SECTION 3 COMMITMENT**TO:** Roofers Union #36

(Name of Labor Union, Workers Representative, etc.)

5380 Poplar Blvd., Los Angeles, CA 90032

(Address)

Name of Business (Contractor): Certified Roofing Applicators, Inc.Project Name: Fire Station 56 Remodeling Project Project Number: CP 923

The Undersigned currently holds a contract with City of Montebello involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Number	Job Classification
5	Roofers

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is September 2. For additional information, you may contact Ani Kaprielian, President at (562 864) 8662.

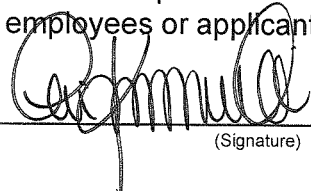
Contact Person's Name

Title

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Ani Kaprielian

(Print Name)

By: 

(Signature)

7/23/2025

(Date)

President

(Title)

SECTION 3 BUSINESS CONCERN CERTIFICATION

<< Page 39>>

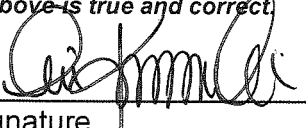
Business Name: Certified Roofing Applicators, Inc.
Address: 11914 Front Street, Ste C
City/State/Zip Code: Norwalk, CA 90650
Telephone Number: (562) 864-8662 **Email Address:** ani@nes-sweeping.com

This business is a Section 3 business concern based on one of the following categories, as documented:

- ☐ **A. Business is 51% or more owned by low- or very low-income persons,**
(Attach a Section 3 Worker Certification(s) for each owner to this certification.)
- ☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**
Provide the following information for the prior three-month period:
- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
 - Indicate total number of labor hours performed by all workers: _____ Hours
 - Calculate the percentage of labor hours by Section 3 workers: _____ %
- (Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)
- ☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.** (Attach proof of public housing or Section 8-assisted housing residence.)
- ☒ **D. The above-mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:**
Written Commitment (Section 3 Economic Opportunity Plan), outline intentions to comply with the requirements of 24 CFR 75: (

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.



Signature

President
Title

7/23/2025
Date

TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

- ☐ 51% owned by low- or very low-income persons,
☐ 75% of labor hours performed by Section 3 workers, or
☐ 51% currently owned and controlled by public housing or Section 8-assisted housing residents.
☐ None of the above.

Approved by: (Print Name) _____ Signature: _____ Date: _____

QUALITATIVE EFFORTS FOR CONTRACTORS



Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

Date of Outreach Effort	Address of Outreach Effort
Upon award, we will complete on-site job posting and community outreach	Jobsite posting in Montebello, CA, and will complete local community outreach



Provided training or apprenticeship opportunities.

Date of Training	Address of Training



Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

Date of Technical Assistance	Address of Technical Assistance



Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

Date of Workers Assistance	Address of Workers Assistance



Held one or more job fairs.

Date of Job Fair	Address of Job Fair



Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).

Date of Referral	Type of Service Provided or Referred

- ☐ **Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.**

Date of Assistance	Type of Educational Assistance Provided

- ☐ **Assisted Section 3 workers to obtain financial literacy training and/or coaching.**

Date of Assistance	Type of Training/Coaching Provided

- ☐ **Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.**

Date of Outreach	Description of Outreach

- ☐ **Provided technical assistance to help Section 3 business concerns understand and bid on contracts.**

Date of Technical Assistance	Name of Business Concern

- ☐ **Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.**

Name of Business Concern

- ☐ **Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.**

Name of Business Concern	Description of Assistance

- ☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

Date of Activity	Name of Business Registry

- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.

Date of Activity	Description of Activity

- ☐ Other: _____

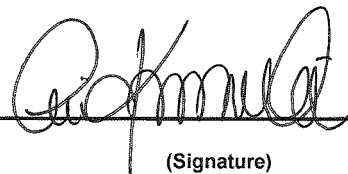
Date of Activity	Description of Activity

Ani Kaprielian

(Print Name)

7/23/2025

(Date)



(Signature)

President

(Title)

Certified Roofing Applicators, Inc.

Contractor/Subcontractor Name

**TITLE 49, CODE OF FEDERAL REGULATION, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

MUST BE REGISTERED IN SAM.GOV with Active Status

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the **capacity of** owner, partner, director, officer, manager:

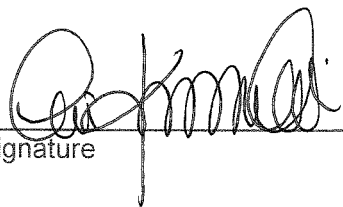
- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- does not have a imposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years;

If there are any **exceptions** to this certification, insert the exceptions in the **following space**:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initial agency, and dates of action.

No part of this contract shall be subcontracted with any person ineligible to be awarded of a Government contract per Section 3(a) of the Davis-Bacon Act, 29 CFR 5.12(a)(I) or 49 CFR 29.

The penalty for **making** false statements is prescribed in the **U.S. Criminal Code, 18 U.S.C. 1001**.


Signature

7/23/2025
Date



CP 923 - Fire Station 56 Remodeling Project (CBDG)

Bid Results							
				VSI Technologies	VSI Technologies	Certified Roofing Applicators Inc	Certified Roofing Applicators Inc
Item No.	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Sloped Tile: Roof, Demo, Remove, Furnish and Install Secure Guard 60 Self-Adhered Tile Underlayment, Furnish, Install Eagle Product SMB 8820 Santa Clara Blend, Tiles Nailed Down, install all new necessary metal flashings	1	LS	\$ 170,000.00	\$ 170,000.00	\$ 225,000.00	\$ 225,000.00
2	Flat Roof: Demo, Remove, Furnish, and install ½ Georgia-Pacific Dens Deck Prime Roof Board, install new roof drains, install 45 mil single-ply Hypalon membrane, replace skylight lenses, install new Kynar metal coping, install walkway pad and Safety Railing System around roof Hatch.	1	LS	\$ 101,400.00	\$ 101,400.00	\$ 376,120.00	\$ 376,120.00
3	Plywood sheathing cost per sheet installed – AS NEEDED. All Bidders must utilize this specific figure for this specific item when submitting a formal bid.	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
					\$ 421,400.00		\$ 751,120.00

FIRE STATION 56 REMODELING PROJECT CDBG (CP 923)

SIGN IN SHEET

MONDAY

JULY 7, 2025

TIME: 10:00 AM - 12:00 PM

LOCATION: 1166 S. GREENWOOD AVE. MONTEBELLO, CA 90640

REPRESENTATIVE NAME

COMPANY NAME

EMAIL

PHONE #

1 Paul Garrido	Alliance Contracting Services	paulg@alliance-contracting.com	714-745-1635
2 KRIS Fowler	A.O. Reed & Co.	Kris.Fowler@aoreed.com	626-4335906
3 Shawn Kaprielian	CRA Roofing	Shawn@craroofing.com	562-864-8662
4 Sam Jafarclou	HJR Contracting inc	Sam@hjrcontracting.com	626-290-5080
5 LUCIANO MARIOTTI	LEVEL 1 ROOFING	JASON@level1roofing.com	916-258-7393
6 Jared Del Regi	McDonnell Roofing	Jared@McDonnellRoofing.com	949-510-3192
7 Agustin Ramirez	ARM Roofing	AgustinRamirez067@gmail.com	909 573 6357
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ITEM # 29

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF FISCAL YEAR 2024-25 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 938) AND PROCEED WITH BID ADVERTISEMENT

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for Fiscal Year 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project (CP 938); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of this action will allow staff to proceed with the bidding of this capital project. As soon as staff evaluate all bids, a recommendation will be made at the September 24, 2025 City Council meeting and include a well-defined structured budget.

BACKGROUND/DISCUSSION:

This project aims to resurface various streets adopted via Resolution No. 24-34 as part of the Fiscal Year 2024-25 SB1 Rubberized Asphalt Street Enhancement Project (CP 938). The following are the streets and their respective limits:

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

Page 2 of 3

	STREET	FROM	TO
1	1 st Street	Poplar Way	Whittier Boulevard
2	Via Campo	Garfield Avenue	Gerhart Avenue
3	Vail Avenue	Beverly Boulevard	Washington Boulevard
4	Madison Avenue	Vail Avenue	Wilcox Avenue
5	18 th Street	Beverly Boulevard	Whittier Boulevard
6	16 th Street	Cleveland Avenue	Madison Avenue
7	Cleveland Avenue	Maple Avenue	Montebello Boulevard
8	Via Val Verde	Concourse Avenue	Beverly Boulevard
9	Maple Avenue	Loma Road	Westmoreland Drive
10	Perry Avenue	Germain Drive	Westmoreland Drive

The final construction plans and specifications are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement and purchasing policies. The City Council is required to approve and adopt construction documents and authorize the bid request for all public projects. The bid advertisement process is consistent with Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code 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	August 14, 2025 – September 10, 2025
Questions Request for Information due date	August 25, 2025 at 12:00 PM
City Responses to Request for Information due date	August 28, 2025 at 5:00 PM
Bid Opening	September 10, 2025 at 11:00 AM
Award of Contract (Tentative) date	September 24, 2025 City Council Meeting
Commence Construction Project	October 2025
Complete Construction	January 2026
Close out Project	March 2026

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council approve the Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under CEQA; adopt the construction plans and specifications for the FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project (CP 938); and authorize staff to proceed with the bid advertisement for construction.

ATTACHMENT(S)

1. Attachment A - FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project
– CP 938 Contract Plans
2. Attachment B - FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project
– CP 938 Contract Specifications
3. Attachment C - CEQA NOE

1. ALL NOTES STATED HEREIN APPLIES TO THE PROJECT AND ALL THE SHEETS.
2. ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF MONTEBELLO, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION) AND ITS SUPPLEMENTS, CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION), THESE PLANS, THE PROJECT SPECIFICATIONS, AND ALL SAFETY REGULATIONS CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY OF MONTEBELLO OF ANY DISCREPANCIES.
4. PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES 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 SHOWN 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 OF THIS PROJECT.
9. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL NOTIFY THE CITY OF MONTEBELLO OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
10. WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
12. THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
13. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
14. IN SHOWING UTILITIES BOWMAN 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 HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE SUCH AND TO PROTECT IN PLACE.
15. BOWMAN HAS NOT OBTAINED PLANS FOR THE 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 5-7 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 THEREOF 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. HAZARDOUS POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR SLOTTED FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/ EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
22. ALL MANHOLES, VALVE BOXES AND SIMILAR APPURTENANT STRUCTURES SHALL BE LEFT BELOW SUBGRADE DURING PAVING AND THE CONTRACTOR SHALL RAISE SAID STRUCTURES TO FINISHED GRADE AFTER PAVING AND MAKE NECESSARY REPAIRS TO PAVEMENT.
23. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
24. CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.
25. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY OF MONTEBELLO AND THE COUNTY SURVEYOR.
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. 469
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 CONTROL REQUIREMENTS FOR STREET, SEWER AND STORM DRAIN CONSTRUCTION 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).

CA-40	EMPLOYEE TRAINING
EC-1	SCHEDULING
EC-2	CONSERVATION OF EXISTING VEGETATION
NS-1	WATER CONSERVATION PRACTICES
NS-3	PAVING OPERATIONS
NS-7	POTABLE WATER/IRRIGATION
NS-8	VEHICLE AND EQUIPMENT CLEANING
NS-9	VEHICLE AND EQUIPMENT FUELING
NS-10	VEHICLE AND EQUIPMENT MAINTENANCE
NS-12	CONCRETE CURING
NS-13	CONCRETE FINISHING
SE-7	STREET SWEEPING AND VACUUMING
SE-8	SAND BAG BARRIER
SE-10	STORM DRAIN INLET PROTECTION
SE-12	VEHICLE AND EQUIPMENT CLEANING
SE-20	VEHICLE AND EQUIPMENT FUELING
SC-22	VEHICLE AND EQUIPMENT REPAIRS
TC-1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
WE-1	WIND EROSION/OUTLET FLOW WASH
WE-3	WIND EROSION CONTROL
WM-1	MATERIAL DELIVERY AND STORAGE
WM-2	MATERIAL USE
WM-3	STOCKPILE MANAGEMENT
WM-4	SPILL PREVENTION AND CONTROL
WM-5	SOLID WASTE MANAGEMENT
WM-6	HAZARDOUS WASTE MANAGEMENT
WM-7	CONTAMINATED SOIL MANAGEMENT
WM-8	CONCRETE WASTE MANAGEMENT
WM-9	SANITARY/SEPTIC WASTE MANAGEMENT

CALTRANS STANDARD DRAWINGS 2024
EDITION:

A20A	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A20B	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A20D	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A20E	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A24B	PAVEMENT MARKINGS ARROWS AND SYMBOLS
A24D	PAVEMENT MARKINGS WORDS
A24E	PAVEMENT MARKINGS WORDS
A24F	PAVEMENT MARKINGS CROSSWALKS
A24G	PAVEMENT MARKINGS YIELD LINES, LIMIT LINES, AND WRONG WAY DETAILS
ES-5A	ELECTRICAL SYSTEMS (LOOP DETECTORS)
ES-5B	ELECTRICAL SYSTEMS (LOOP DETECTORS)

2021 EDITION:

122-3	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
205-3	SEWER MANHOLE ADJUSTMENT
206-2	MANHOLE RAISING RINGS
523-2	ROOT PRUNING

AC	ASPHALT CONCRETE
BCR	BEGINNING OF CURB RETURN
BW	END OF WALK
CB	CRUSHED AGGREGATE BASE
CAB	CATCH BASIN
CL	CENTER LINE
C&G	CURB AND GUTTER
DMB	FINISHED MISCELLANEOUS BASE
DWY	DRIVEWAY
ECAB	ELECTRICAL CABINET
ECR	END OF CURB RETURN
EG	EDGE OF GUTTER
EL	ELEVATION
FD	EXISTING
FZ	FIRE DEPARTMENT
FL	FIRE HYDRANT
FL	FLOW LINE
FS	FINISHED SURFACE
GB	GRADE BREAK
GW	GUY WIRE
PCC	PORTLAND CEMENT CONCRETE
PL	PROPERTY LINE
PP	POWER POLE
RL	RED LIGHT
R/W	RIGHT-OF-WAY
STA	STATION
STR GR	STRAIGHT GRADE
VC	TOP OF CURB
VV	VARIABLE
WV	WATER VALVE

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
2. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
4. 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.
5. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
6. ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
7. REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
8. FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
9. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
10. REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
11. ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

- (70) INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.
- (72) INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
- (73) INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- (74) INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- (75) INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE—TWO DIRECTION, PER CALTRANS STD PLAN A20A, DETAIL 22.
- (76) INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.
- (77) INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- (78) INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- (79) INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- (80) INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- (81) INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- (82) INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.
- (83) INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6" DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
- (84) INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
- (85) INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
- (86) INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.
- (87) INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- (88) INSTALL WHITE THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 27B.
- (89) INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- (90) INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- (91) INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
- (92) INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.

DRAWING NUMBER C-3.

95 PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A200 DETAIL 40.

96 FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.

97 FURNISH AND INSTALL NEW SIGN PER PLAN.

98 FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.

99 REMOVE EXISTING SIGN PER PLAN.

100 REMOVE EXISTING STRIPING AND MARKINGS.

(TS) SIGNALIZED INTERSECTION

ADJUSTMENT BY OTHERS	
CONSTRUCTION NOTE #	QTY.
61	1
62	1
63	171

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITI FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE

P PROTECT-IN-PLACE

- ① COLD MILL EXISTING AC PAVEMENT, 2" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- ② COLD MILL EXISTING AC PAVEMENT, 3" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- ③ SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.
- ④ PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
- ⑤ REMOVE EXISTING SPEED BUMP, HAUL AWAY AND DISPOSE.
- ⑥ SAWCUT AND REMOVE EXISTING CONCRETE ALLEY INTERSECTION, HAUL AWAY AND DISPOSE.
- ⑦ SAWCUT AND REMOVE EXISTING CONCRETE CROSS GUTTER, HAUL AWAY AND DISPOSE
- ⑧ SAWCUT AND REMOVE EXISTING CONCRETE LONGITUDINAL GUTTER, HAUL AWAY AND DISPOSE.
- ⑨ SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, HAUL AWAY AND DISPOSE.
- ⑩ SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.
- ⑪ SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.
- ⑫ SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
- ⑬ REMOVE AND HAUL AWAY EXISTING SIGN, POST AND ITS APPURTENANCES.
(PLACE TEMPORARY SIGNS DURING CONSTRUCTION).
- ⑭ REMOVE ABANDONED METAL TRAFFIC DEVICE SYSTEM, HAUL AWAY, AND DISPOSE OF PROPERLY SAWCUT 1 FOOT FROM EACH SIDE AND REMOVE PAVEMENT.
- ⑮ REMOVE IN-PAVEMENT LIGHTING FIXTURES, CONDUIT, WIRING, AND HARDWARE, HAUL AWAY AND DISPOSE.

- (21) CONSTRUCT CONCRETE ALLEY INTERSECTION PER SPWCC STD. PLAN 130-3.
- (22) CONSTRUCT CONCRETE CROWN GUTTER PER SPWCC STD. PLAN 122-3 OR MATCH EXISTING.
- (23) CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPWCC STD. PLAN 122-3, OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
- (24) CONSTRUCT 2" x 6" WEATHER TREATED REDWOOD HEADER PER DETAIL ON SHEET C-15.
- (25) CONSTRUCT 8" THICK REINFORCED CONCRETE PAVEMENT.
- (26) CONSTRUCT CONCRETE SIDEWALK, 4"-THICK, PER SPWCC STD. PLANS 112-2 AND 113-2.
- (27) CONSTRUCT CONCRETE CURB AND GUTTER, W=24" PER SPWCC STD PLAN 120-3 OR MATCH EXISTING.
- (28) CONSTRUCT CONCRETE CURB RAMP PER SPWCC STD. PLAN 111-5.
- (29) FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARD. FOR SIGNAGE SEE STRIPING PLAN.

AC WORK AND OTHER RELATED WORK

- (41) PROVIDE AND PLACE 6"THICK CRUSHED MISCELLANEOUS BASE (CMB).
- (42) CONSTRUCT 2"-THICK AC BASE COURSE B-PG 64-10.
- (43) CONSTRUCT 1"-THICK AC LEVELING COURSE C2-PG 64-10.
- (44) CONSTRUCT 2"-THICK ARHM AC OVERLAY TYPE C2-PG 64-16.
- (45) PROVIDE AND PLACE PAVING FABRIC OVER AC LEVELING COURSE.
- (46) CONSTRUCT NEW ARHM AC SPEED HUMP PER PLAN AND DETAIL ON SHEET C-3.

51) ADJUST EXISTING UTILITY MANHOLE AND COVER TO FINISHED GRADE.

52) ADJUST TRAFFIC SIGNAL PULL BOX AND COVER TO NEW GRADE.

BY OTHERS

61) ADJUST EXISTING GAS VALVE AND COVER TO FINISHED GRADE BY THE GAS COMPANY.

62) ADJUST EXISTING MANHOLE FRAME AND COVER TO FINISHED GRADE.

63) ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE BY THE WATER COMPANY.

	ALLEY INTERSECTION
	REMOVE AND RECONSTRUCT AC PAVEMENT
	2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
	3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER 1" AC LEVELING COURSE
	3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER PAVING FABRIC OVER 1" AC LEVELING COURSE
	CRUSHED MISCELLANEOUS BASE (CMB)
	SPEED HUMP
	PORTLAND CEMENT CONCRETE
	REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE



ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25



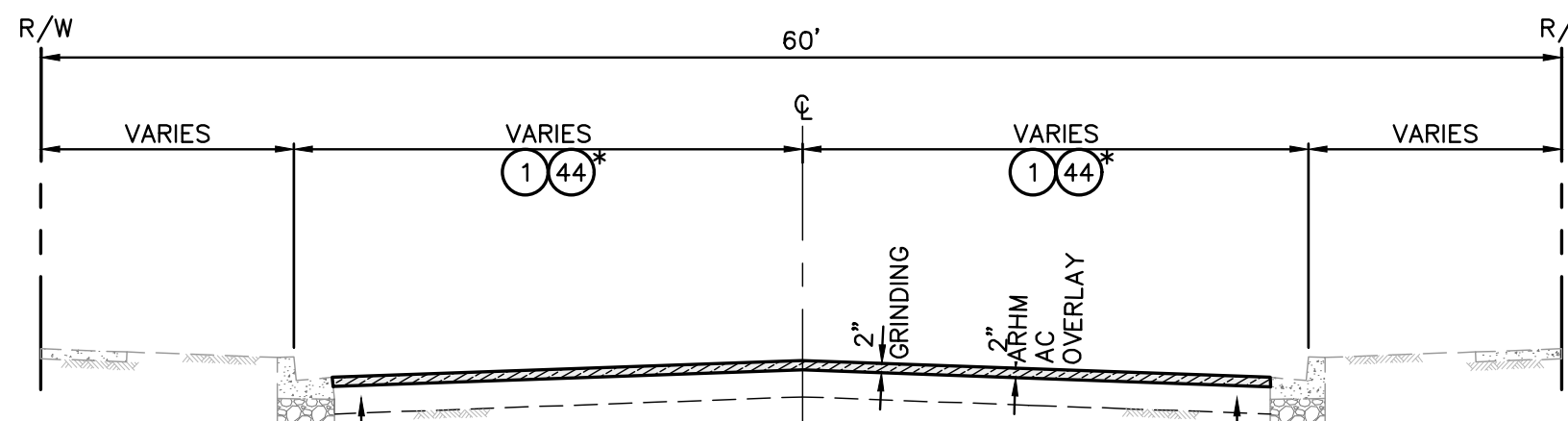
ENGINEERING DIVISION

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

Drawing Number:

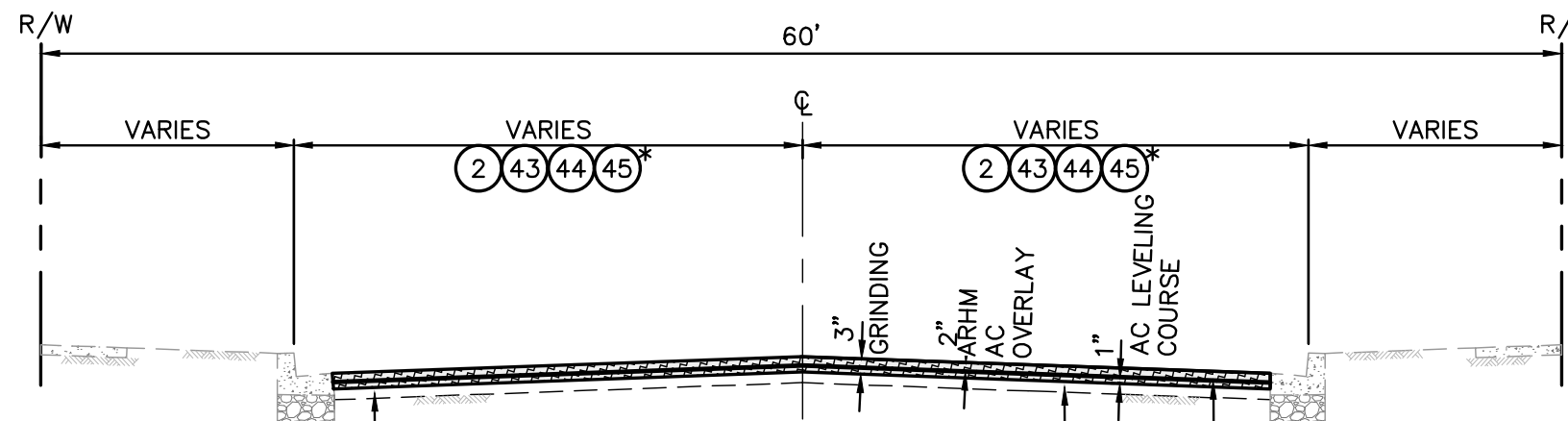
C-2

Sheet 2 of 30



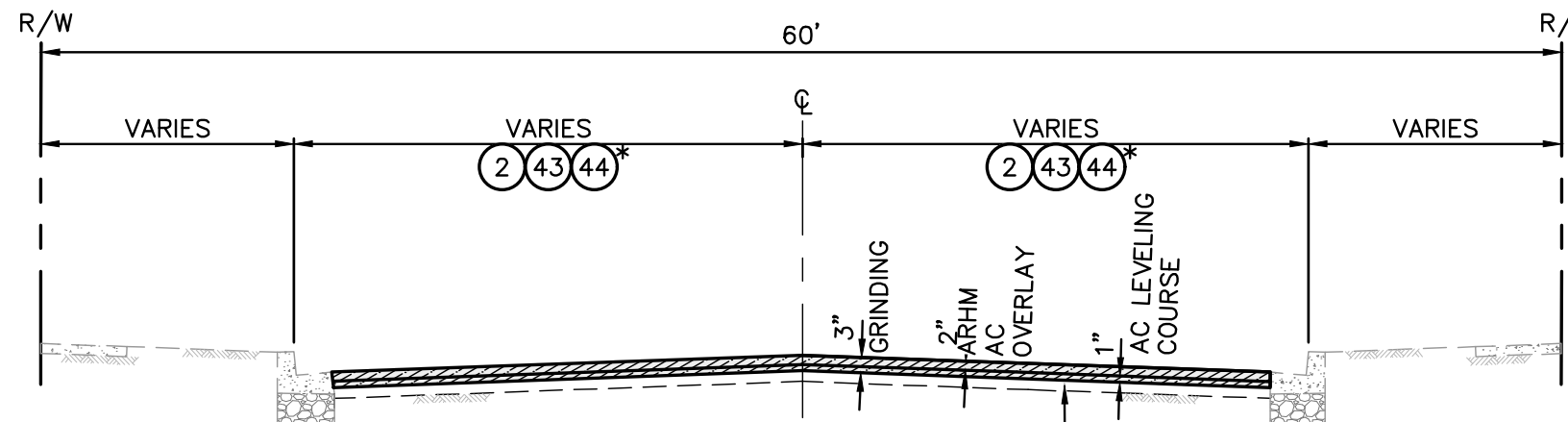
TYPICAL SECTION - VIA CAMPO, AND VAIL AVE.

COLD MILL 2" DEEP AND OVERLAY 2" AC
NOT TO SCALE



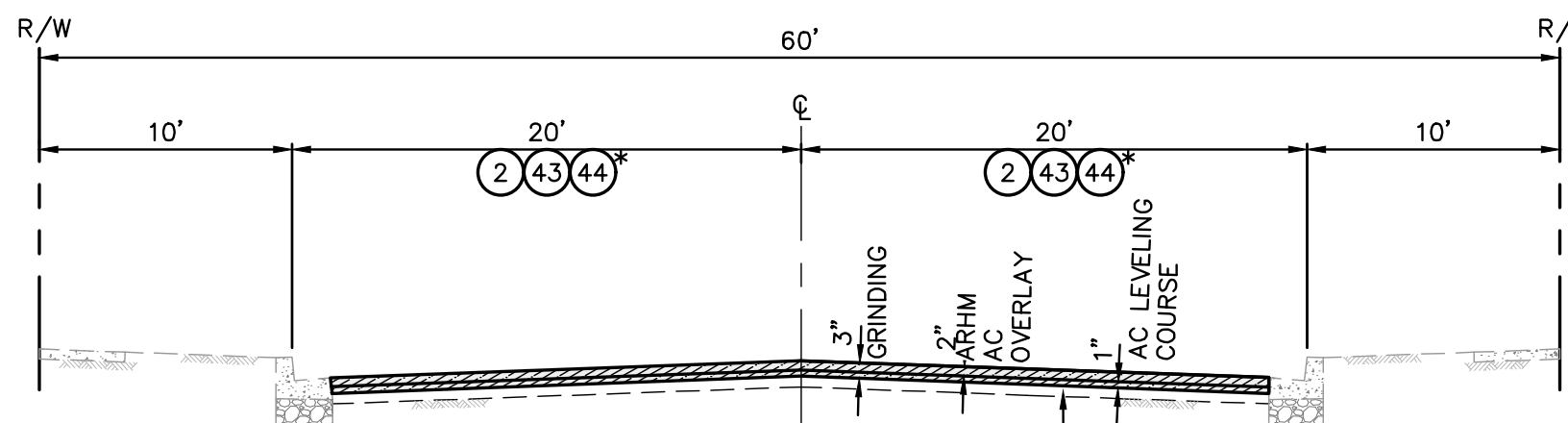
TYPICAL SECTION - VIA CAMPO, AND VAIL AVE.

COLD MILL 3" DEEP AND OVERLAY 2" AC OVER
PAVEMENT FABRIC OVER 1" AC LEVELING COURSE
NOT TO SCALE



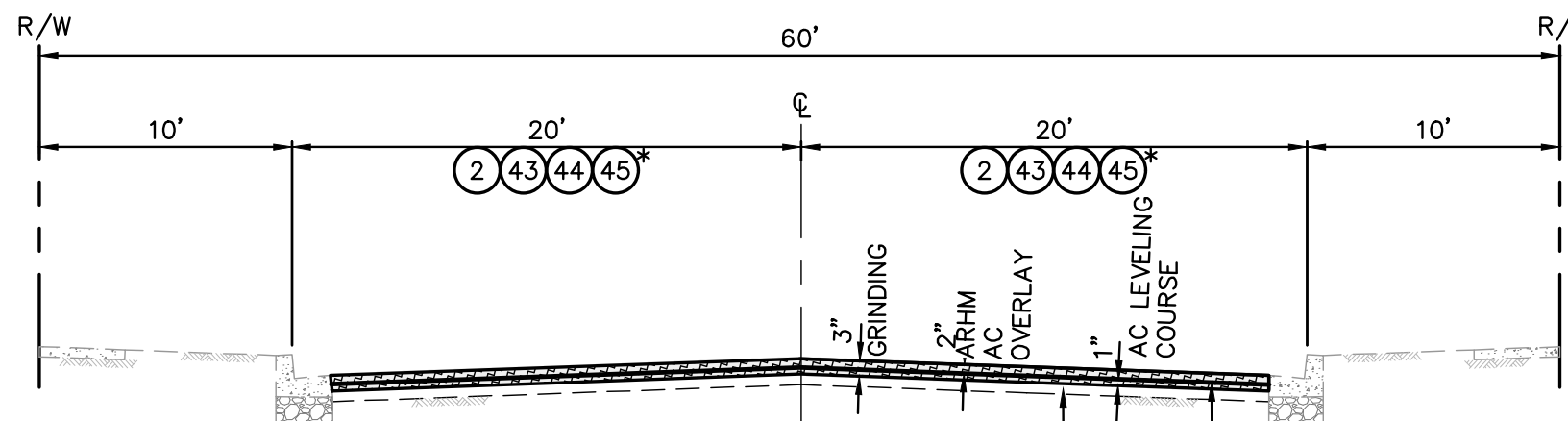
TYPICAL SECTION - VAIL AVE.

COLD MILL 3" DEEP AND OVERLAY 2" AC
OVER 1" AC LEVELING COURSE
NOT TO SCALE



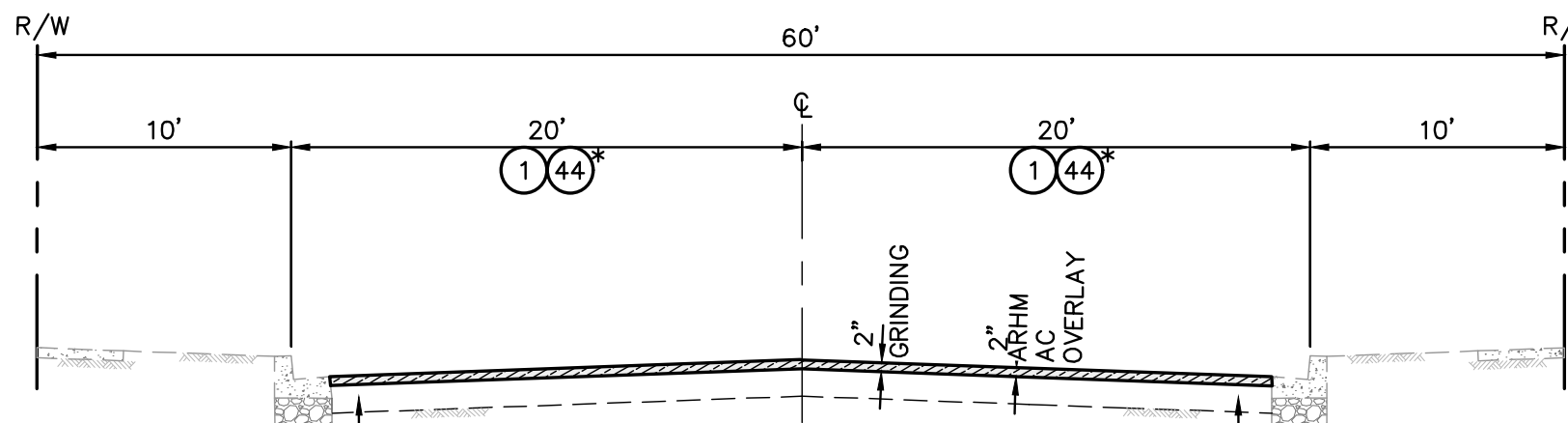
TYPICAL SECTION - MADISON AVE.

COLD MILL 3" DEEP AND OVERLAY 2" AC
OVER 1" AC LEVELING COURSE
NOT TO SCALE



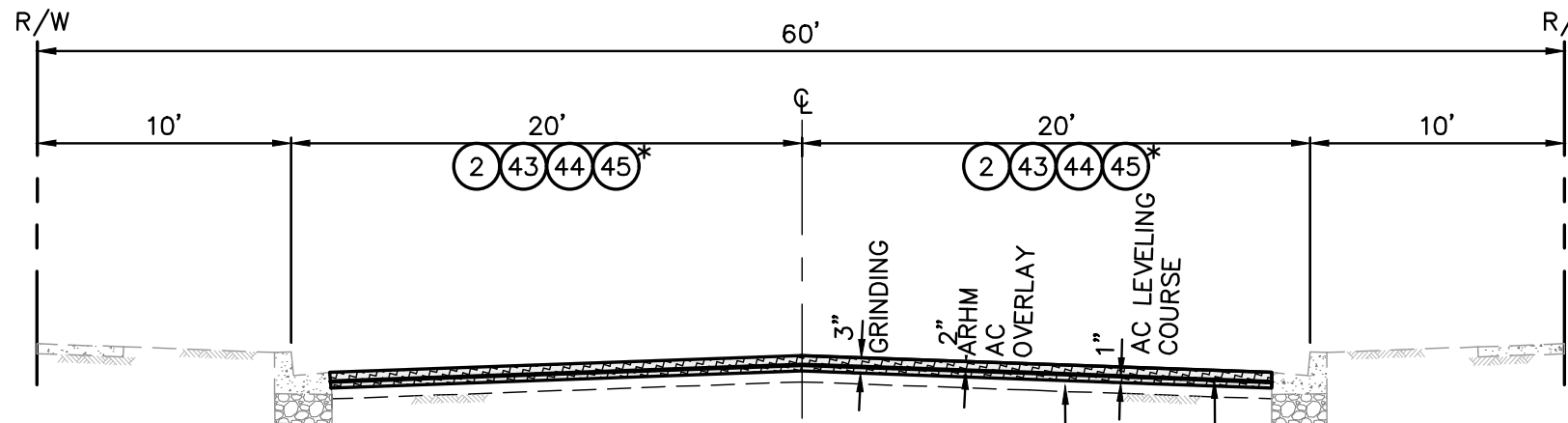
TYPICAL SECTION - MADISON AVE.

COLD MILL 3" DEEP AND OVERLAY 2" AC OVER
PAVEMENT FABRIC OVER 1" AC LEVELING COURSE
NOT TO SCALE



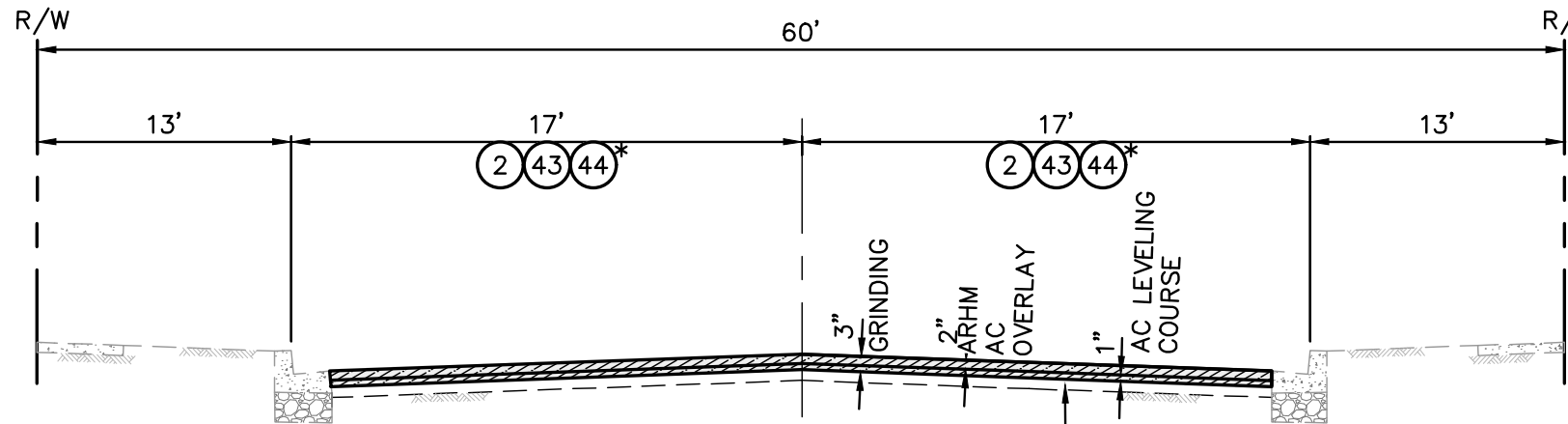
TYPICAL SECTION - 18TH ST., 16TH ST., CLEVELAND AVE., AND MAPLE AVE.

COLD MILL 2" DEEP AND OVERLAY 2" AC
NOT TO SCALE



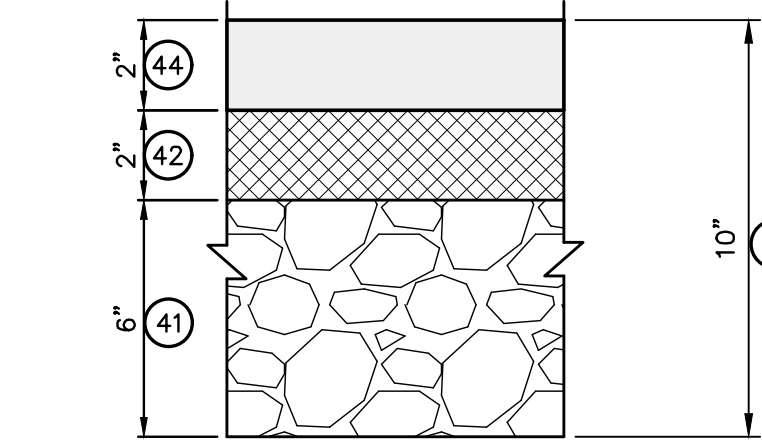
TYPICAL SECTION - 18TH ST., 16TH ST., CLEVELAND AVE., & MAPLE AVE.

COLD MILL 3" DEEP AND OVERLAY 2" AC OVER PAVEMENT FABRIC OVER 1" AC LEVELING COURSE
NOT TO SCALE



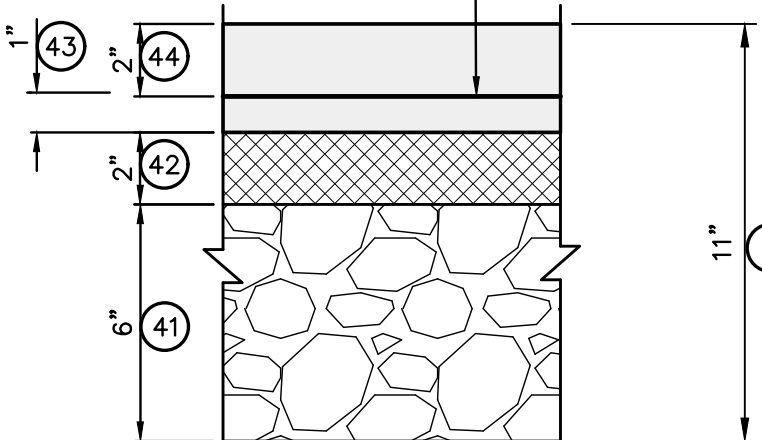
TYPICAL SECTION - VIA VAL VERDE

COLD MILL 3" DEEP AND OVERLAY 2" AC
OVER 1" AC LEVELING COURSE
NOT TO SCALE



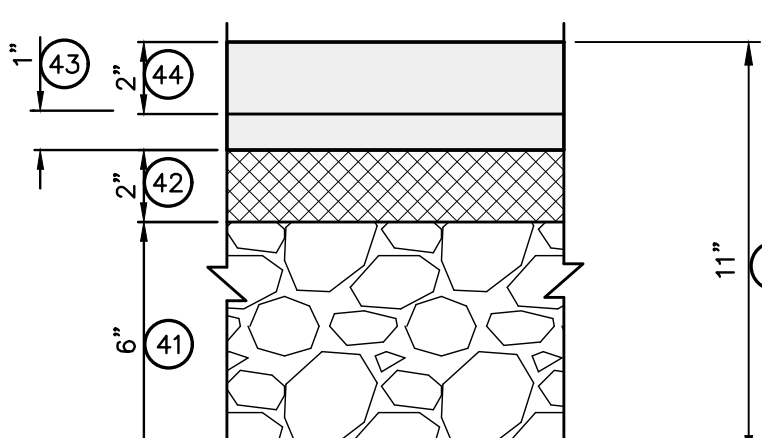
RECONSTRUCTION AREA

2" AC OVERLAY OVER 2" AC BASE
COURSE OVER 6" CMB
NOT TO SCALE



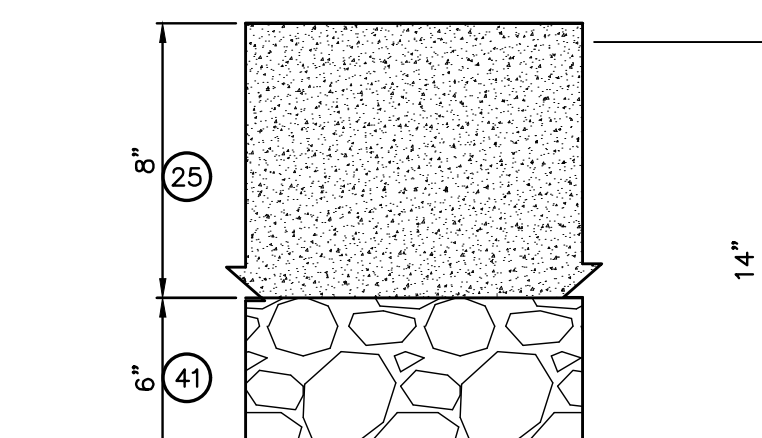
RECONSTRUCTION AREA

2" AC OVERLAY OVER PAVING FABRIC
OVER 1" AC LEVELING COURSE OVER
2" AC BASE COURSE OVER 6" CMB
NOT TO SCALE



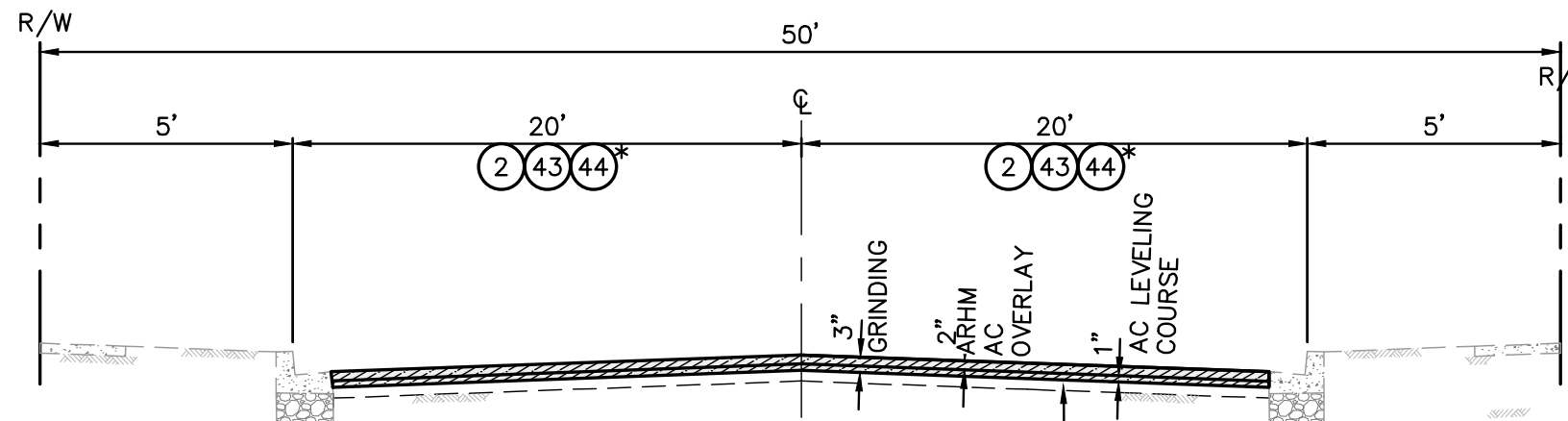
RECONSTRUCTION AREA

2" AC OVERLAY OVER 1" AC LEVELING
COURSE OVER 2" AC BASE COURSE
OVER 6" CMB
NOT TO SCALE



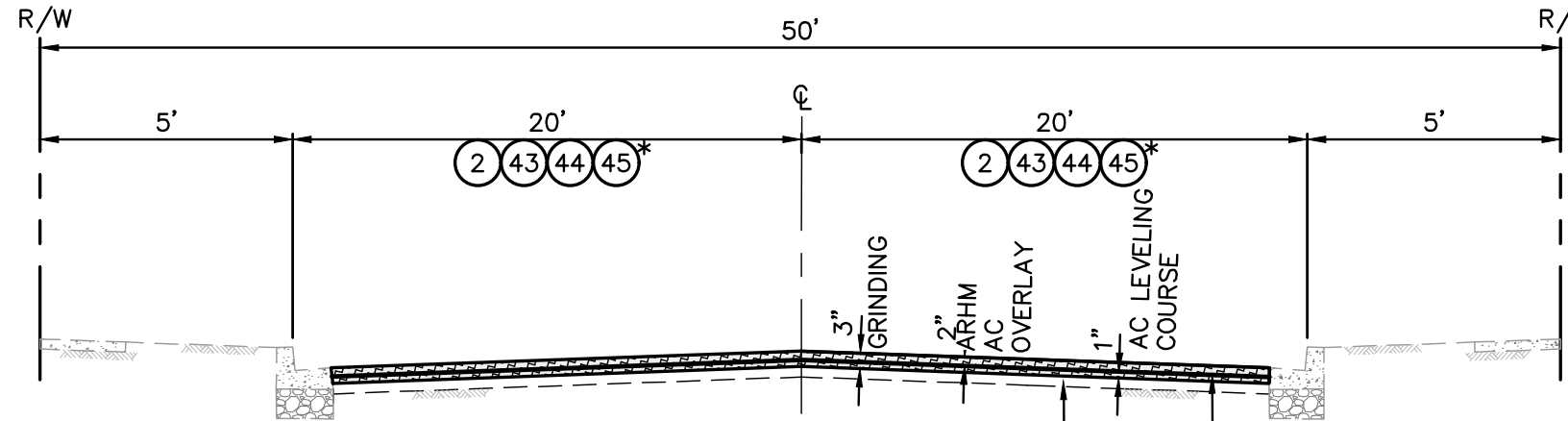
RECONSTRUCTION AREA

8" REINFORCED CONCRETE OVER
6" CMB
NOT TO SCALE



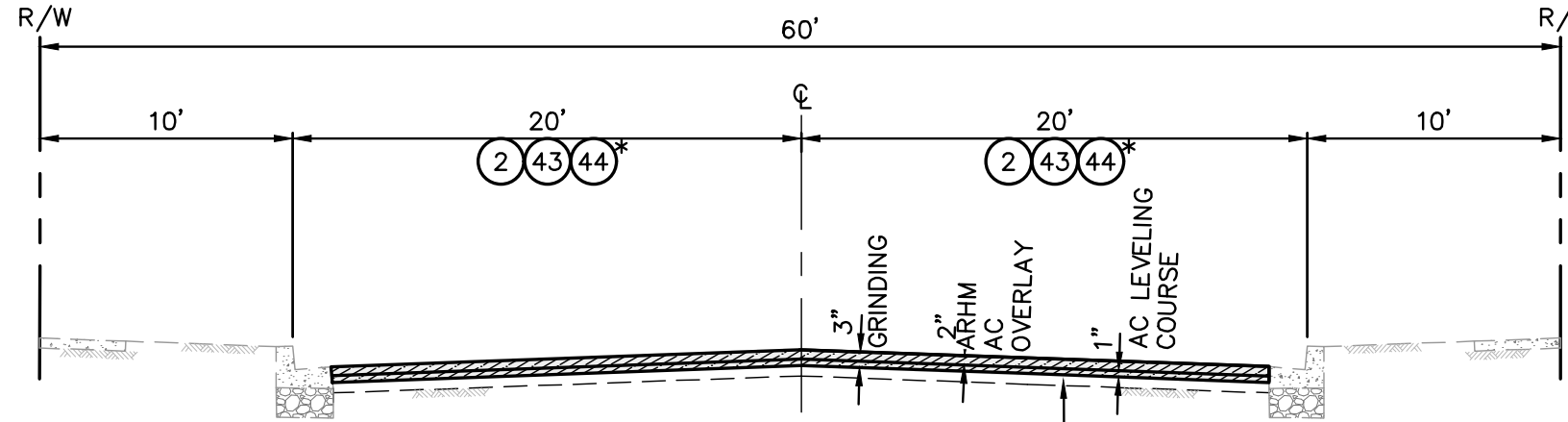
TYPICAL SECTION - PERRY AVE.

COLD MILL 3" DEEP AND OVERLAY 2" AC
OVER 1" AC LEVELING COURSE
NOT TO SCALE



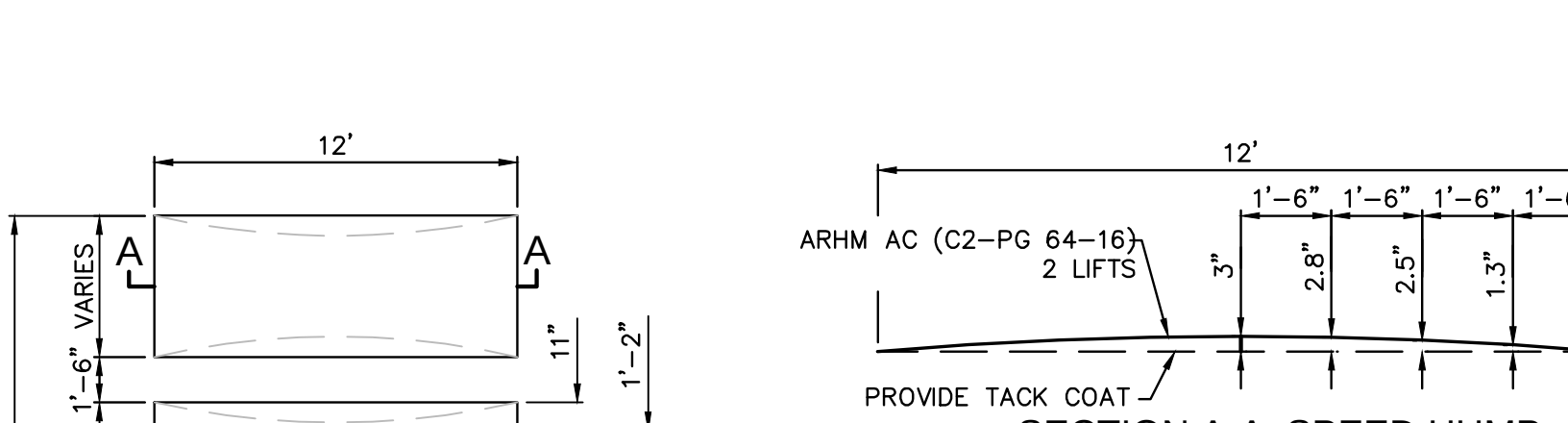
TYPICAL SECTION - PERRY AVE.

COLD MILL 3" DEEP AND OVERLAY 2" AC OVER
PAVEMENT FABRIC OVER 1" AC LEVELING COURSE
NOT TO SCALE



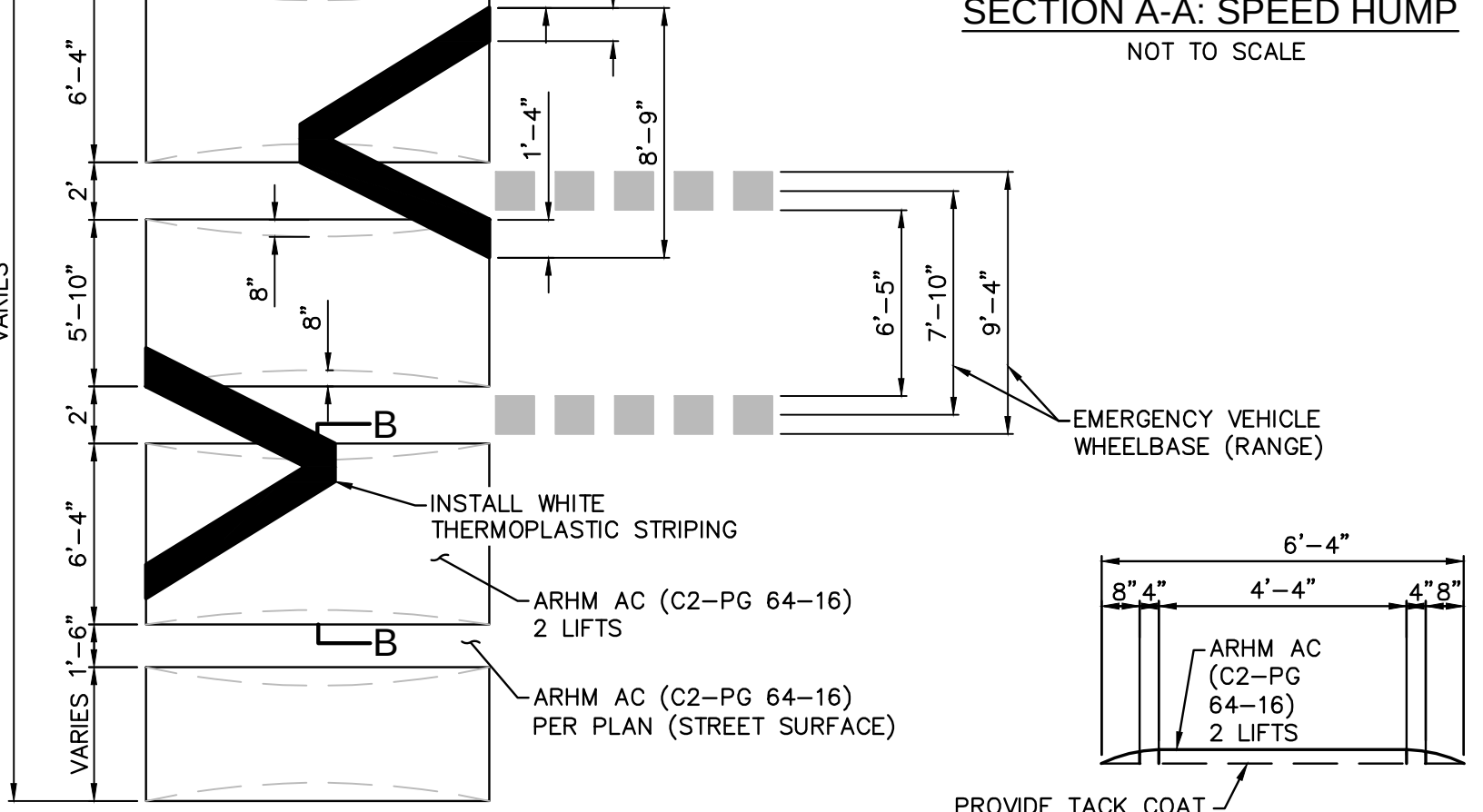
TYPICAL SECTION - MAPLE AVE.

COLD MILL 3" DEEP AND OVERLAY 2" AC
OVER 1" AC LEVELING COURSE
NOT TO SCALE



SECTION A-A: SPEED HUMP

NOT TO SCALE



PLAN VIEW: SPEED HUMP

NOT TO SCALE

SECTION B-B: SPEED HUMP

NOT TO SCALE

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITI FROM SIDEWALK.
10. ESTABLISH / RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE

CONSTRUCTION NOTES:

- [P] PROTECT-IN-PLACE

REMOVALS

- 1 COLD MILL EXISTING AC PAVEMENT, 2" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 2 COLD MILL EXISTING AC PAVEMENT, 3" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 3 SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.
- 4 PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPWPC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
- 5 REMOVE EXISTING SPEED BUMP, HAUL AWAY AND DISPOSE.
- 6 SAWCUT AND REMOVE EXISTING CONCRETE ALLEY INTERSECTION, HAUL AWAY AND DISPOSE.
- 7 SAWCUT AND REMOVE EXISTING CONCRETE CROSS GUTTER, HAUL AWAY AND DISPOSE.
- 8 SAWCUT AND REMOVE EXISTING CONCRETE LONGITUDINAL GUTTER, HAUL AWAY AND DISPOSE.
- 9 SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, HAUL AWAY AND DISPOSE.
- 10 SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.
- 11 SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.
- 12 SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
- 13 REMOVE AND HAUL AWAY EXISTING SIGN, POST AND ITS APPURTENANCES. (PLACE TEMPORARY SIGNS DURING CONSTRUCTION).
- 14 REMOVE ABANDONED METAL TRAFFIC DEVICE SYSTEM, HAUL AWAY, AND DISPOSE OF PROPERLY. SAWCUT 1 FOOT FROM EACH SIDE AND REMOVE PAVEMENT.
- 15 REMOVE IN-PAVEMENT LIGHTING FIXTURES, CONDUIT, WIRING, AND HARDWARE, HAUL AWAY AND DISPOSE.

PCC WORK AND OTHER RELATED WORK

- 21 CONSTRUCT CONCRETE ALLEY INTERSECTION PER SPWPC. STD. PLAN 130-3.
- 22 CONSTRUCT CONCRETE CROSS GUTTER PER SPWPC. STD. PLAN 122-3 OR MATCH EXISTING.
- 23 CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPWPC STD. PLAN 122-3, OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
- 24 CONSTRUCT 2" X 6" WEATHER TREATED REDWOOD HEADER PER DETAIL ON SHEET C-15.
- 25 CONSTRUCT 8" THICK REINFORCED CONCRETE PAVEMENT.
- 26 CONSTRUCT CONCRETE SIDEWALK, 4"-THICK, PER SPWPC STD. PLANS 112-2 AND 113-2.
- 27 CONSTRUCT CONCRETE CURB AND GUTTER, W=24" PER SPWPC STD PLAN 120-3 OR MATCH EXISTING.
- 28 CONSTRUCT CONCRETE CURB RAMP PER SPWPC STD. PLAN 111-5.
- 29 FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARD. FOR SIGNAGE SEE STRIPING PLAN.

AC WORK AND OTHER RELATED WORK

- 41 PROVIDE AND PLACE 6"THICK CRUSHED MISCELLANEOUS BASE (CMB).
- 42 CONSTRUCT 2"-THICK AC BASE COURSE B-PG 64-10.
- 43 CONSTRUCT 1"-THICK AC LEVELING COURSE C2-PG 64-10.
- 44 CONSTRUCT 2"-THICK ARHM AC OVERLAY TYPE C2-PG 64-16.
- 45 PROVIDE AND PLACE PAVING FABRIC OVER AC LEVELING COURSE.
- 46 CONSTRUCT NEW ARHM AC SPEED HUMP PER PLAN AND DETAIL ON SHEET C-3.

ADJUSTMENT/RELOCATION

- 51 ADJUST EXISTING UTILITY MANHOLE AND COVER TO FINISHED GRADE.
- 52 ADJUST TRAFFIC SIGNAL PULL BOX AND COVER TO NEW GRADE.

BY OTHERS

- 51 ADJUST EXISTING GAS VALVE AND COVER TO FINISHED GRADE BY THE GAS COMPANY.
- 62 ADJUST EXISTING MANHOLE FRAME AND COVER TO FINISHED GRADE.
- 63 ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE BY THE WATER COMPANY

LEGEND:

- ALLEY INTERSECTION
- REMOVE AND RECONSTRUCT AC PAVEMENT
- 2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
- 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER 1" AC LEVELING COURSE
- 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER PAVING FABRIC OVER 1" AC LEVELING COURSE
- CRUSHED MISCELLANEOUS BASE (CMB)
- SPEED HUMP
- PORTLAND CEMENT CONCRETE
- REMOVE EXISTING AC PAVEMENT AND CONTRUCT PORTLAND CEMENT CONCRETE

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com
DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO

ENGINEERING DIVISION

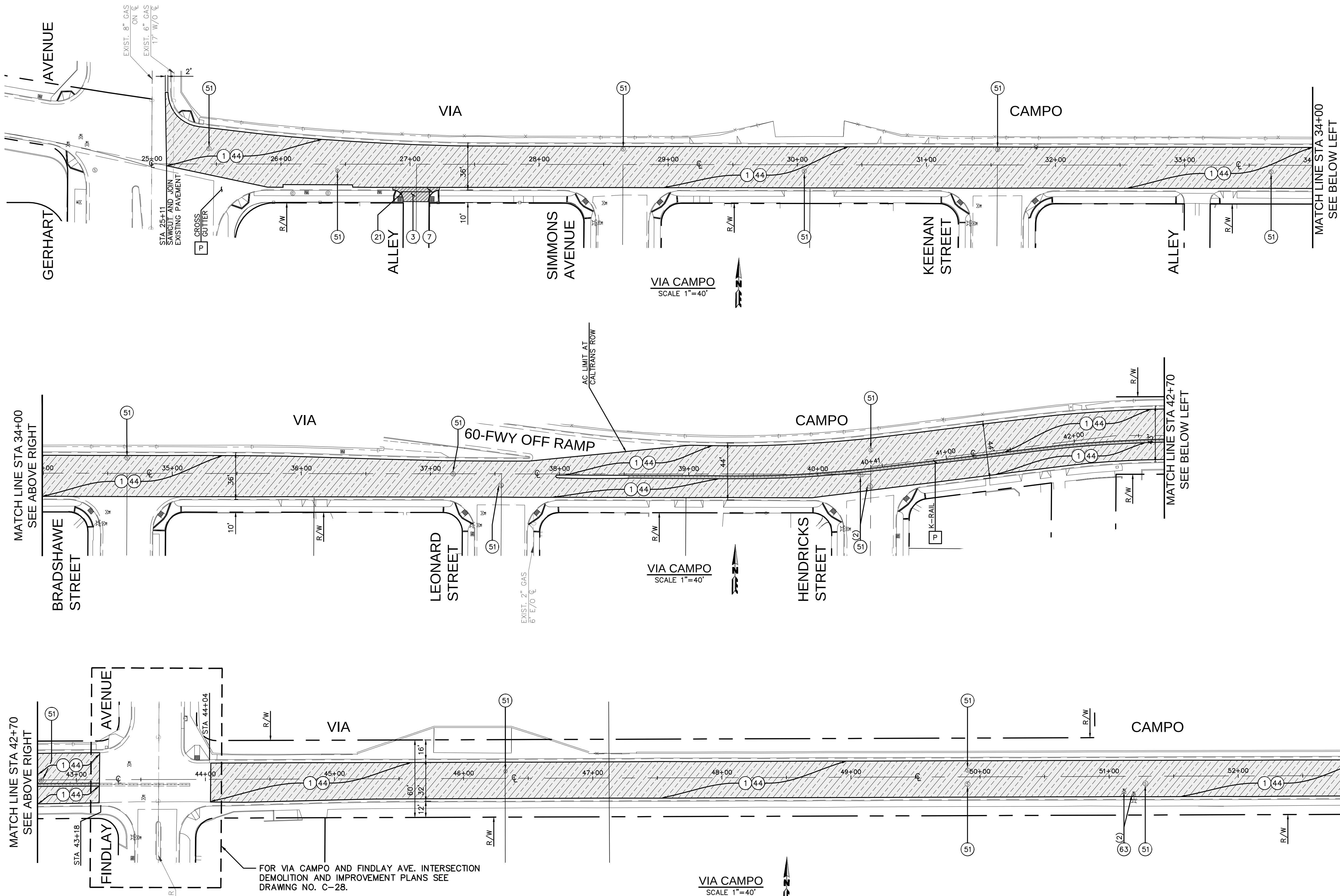
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TYPICAL CROSS SECTIONS AND DETAILS

Drawing Number:

C-3

Sheet 3 of 30



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
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6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITI FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE

CONSTRUCTION NOTES:

- [P] PROTECT-IN-PLACE

REMOVALS

- 1 COLD MILL EXISTING AC PAVEMENT, 2" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 2 COLD MILL EXISTING AC PAVEMENT, 3" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 3 SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.
- 4 PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPWPC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
- 5 REMOVE EXISTING SPEED BUMP, HAUL AWAY AND DISPOSE.
- 6 SAWCUT AND REMOVE EXISTING CONCRETE ALLEY INTERSECTION, HAUL AWAY AND DISPOSE.
- 7 SAWCUT AND REMOVE EXISTING CONCRETE CROSS GUTTER, HAUL AWAY AND DISPOSE
- 8 SAWCUT AND REMOVE EXISTING CONCRETE LONGITUDINAL GUTTER, HAUL AWAY AND DISPOSE.
- 9 SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, HAUL AWAY AND DISPOSE.
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- 11 SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.
- 12 SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
- 13 REMOVE AND HAUL AWAY EXISTING SIGN, POST AND ITS APPURTENANCES. (PLACE TEMPORARY SIGNS DURING CONSTRUCTION).
- 14 REMOVE ABANDONED METAL TRAFFIC DEVICE SYSTEM, HAUL AWAY, AND DISPOSE OF PROPERLY. SAWCUT 1 FOOT FROM EACH SIDE AND REMOVE PAVEMENT.
- 15 REMOVE IN-PAVEMENT LIGHTING FIXTURES, CONDUIT, WIRING, AND HARDWARE, HAUL AWAY AND DISPOSE.

PCC WORK AND OTHER RELATED WORK

- 21 CONSTRUCT CONCRETE ALLEY INTERSECTION PER SPWPC. STD. PLAN 130-3.
- 22 CONSTRUCT CONCRETE CROSS GUTTER PER SPWPC. STD. PLAN 122-3 OR MATCH EXISTING.
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AC WORK AND OTHER RELATED WORK

- 41 PROVIDE AND PLACE 6"THICK CRUSHED MISCELLANEOUS BASE (CMB).
- 42 CONSTRUCT 2"-THICK AC BASE COURSE B-PG 64-10.
- 43 CONSTRUCT 1"-THICK AC LEVELING COURSE C2-PG 64-10.
- 44 CONSTRUCT 2"-THICK ARHM AC OVERLAY TYPE C2-PG 64-16.
- 45 PROVIDE AND PLACE PAVING FABRIC OVER AC LEVELING COURSE.
- 46 CONSTRUCT NEW ARHM AC SPEED HUMP PER PLAN AND DETAIL ON SHEET C-3.

ADJUSTMENT/RELOCATION

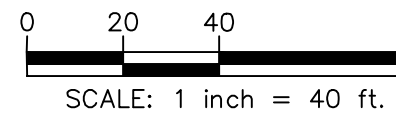
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BY OTHERS

- 61 ADJUST EXISTING GAS VALVE AND COVER TO FINISHED GRADE BY THE GAS COMPANY.
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LEGEND:

- ALLEY INTERSECTION
- REMOVE AND RECONSTRUCT AC PAVEMENT
- 2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
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- CRUSHED MISCELLANEOUS BASE (CMB)
- SPEED HUMP
- PORTLAND CEMENT CONCRETE
- REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

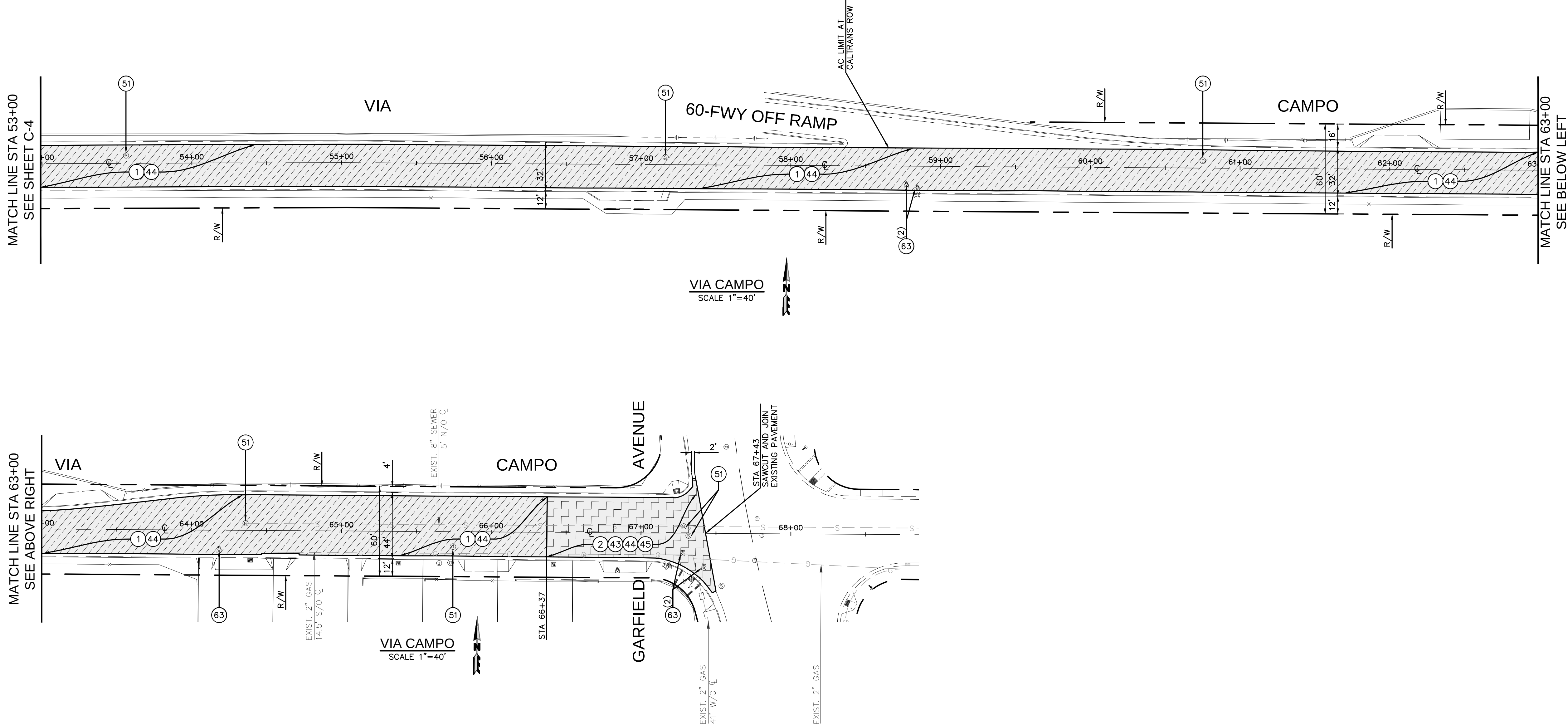
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
VIA CAMPO FROM GERHART AVENUE TO STA 53+00

Drawing Number:

C-4

Sheet 4 of 30



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
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ADJUSTMENT/RELOCATION

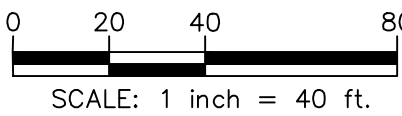
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BY OTHERS

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LEGEND:

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- REMOVE AND RECONSTRUCT AC PAVEMENT
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

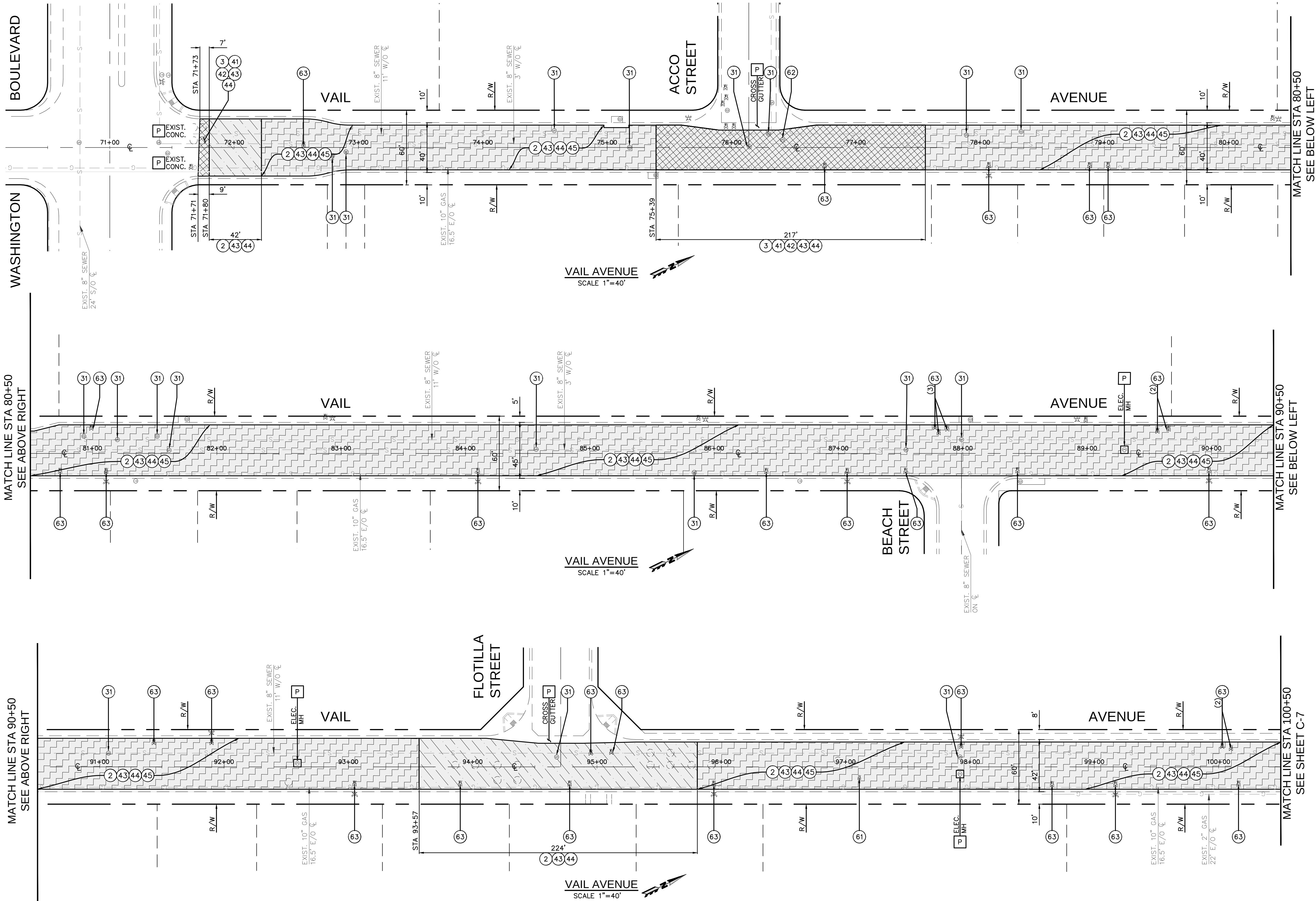
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
VIA CAMPO FROM STA 53+00 TO GARFIELD AVENUE

Drawing Number:

C-5

Sheet 5 of 30



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PCC WORK AND OTHER RELATED WORK

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AC WORK AND OTHER RELATED WORK

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ADJUSTMENT/RELOCATION

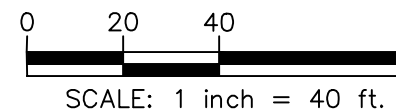
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LEGEND:

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
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Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY
DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

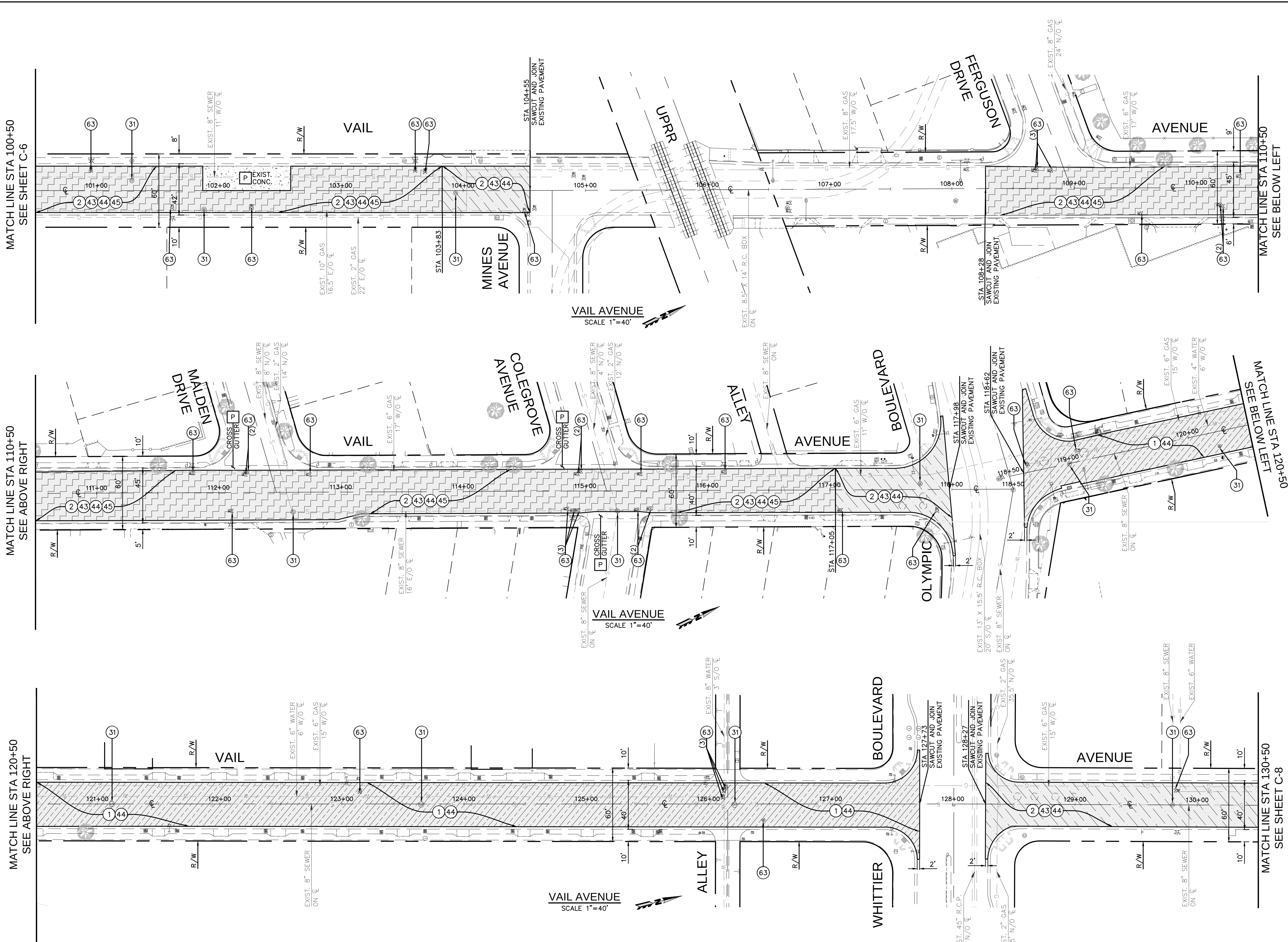
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
VAIL AVENUE FROM WASHINGTON BOULEVARD TO STA 100+50

Drawing Number:

C-6

Sheet 6 of 30



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AC WORK AND OTHER RELATED WORK

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ADJUSTMENT/RELOCATION

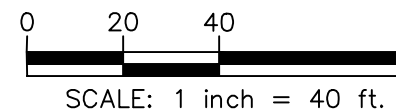
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BY OTHERS

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LEGEND:

- ALLEY INTERSECTION
- REMOVE AND RECONSTRUCT AC PAVEMENT
- 2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
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- CRUSHED MISCELLANEOUS BASE (CMB)
- SPEED HUMP
- PORTLAND CEMENT CONCRETE
- REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

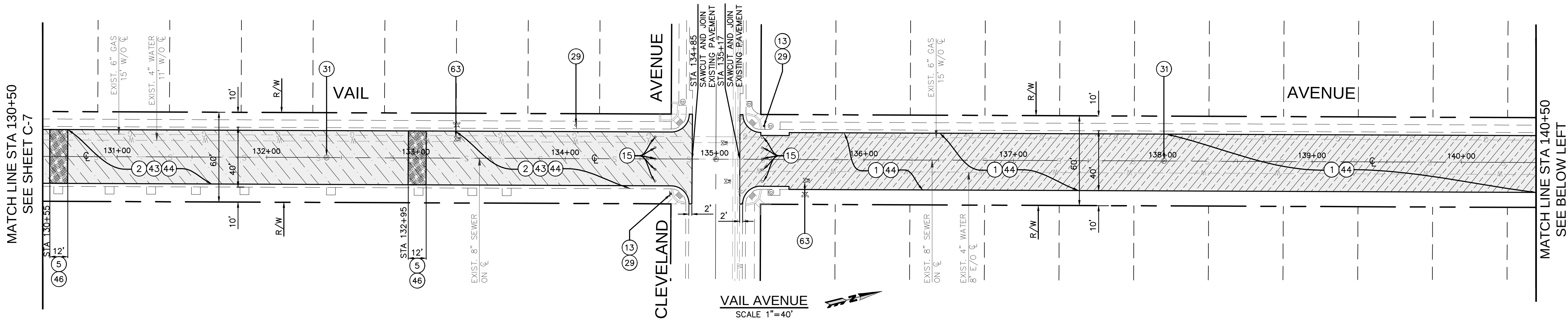
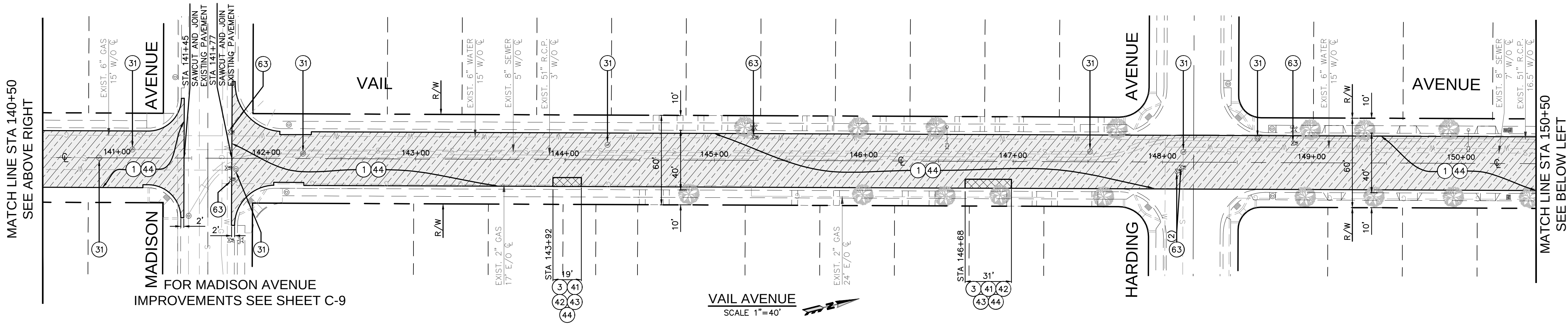
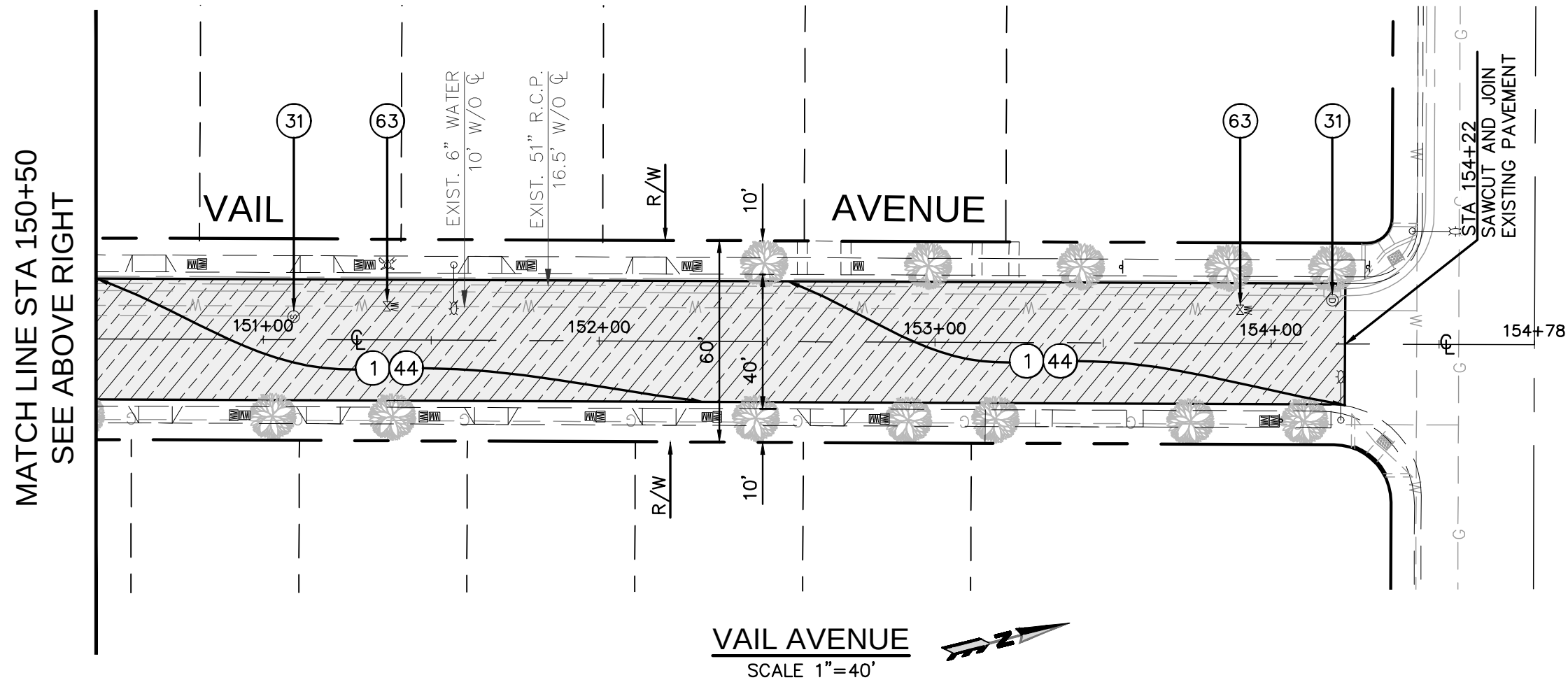
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
VAIL AVENUE FROM STA 100+50 TO STA 130+50

Drawing Number:

C-7

Sheet 7 of 30



GENERAL CONSTRUCTION NOTES:

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10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE

CONSTRUCTION NOTES:

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REMOVALS

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PCC WORK AND OTHER RELATED WORK

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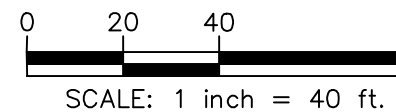
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REVISIONS				
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UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO

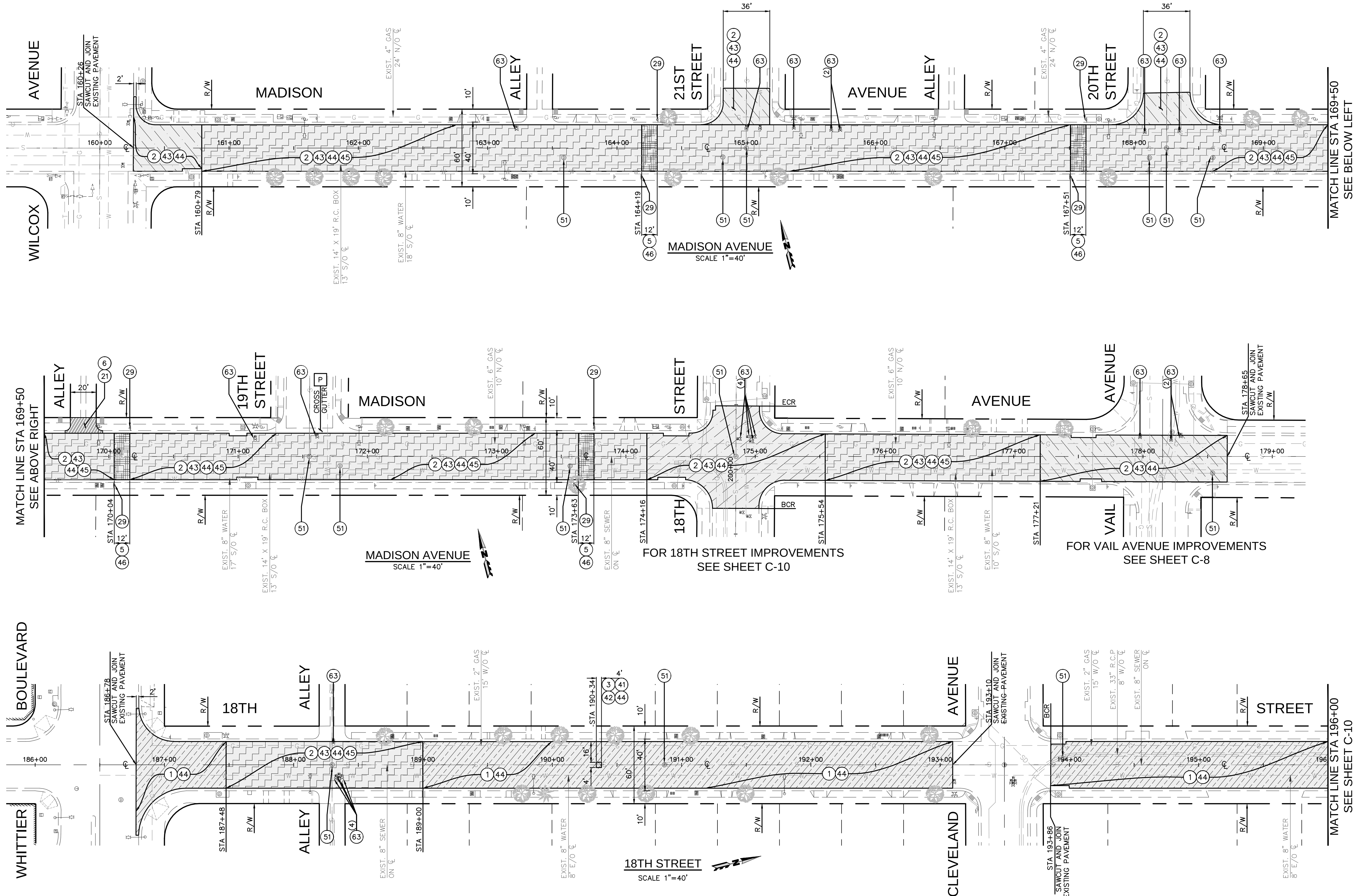
ENGINEERING DIVISION

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
VAIL AVENUE FROM STA 130+50 TO BEVERLY BOULEVARD

Drawing Number:
C-8

Sheet 8 of 30



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ADJUSTMENT/RELOCATION

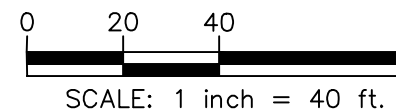
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NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
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bowman.com

DESIGNED BY: J. KWOK
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CITY OF MONTEBELLO



ENGINEERING DIVISION

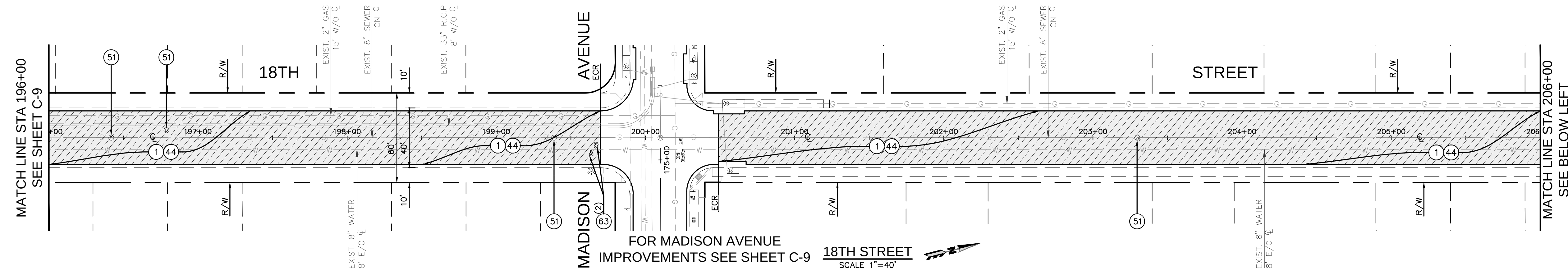
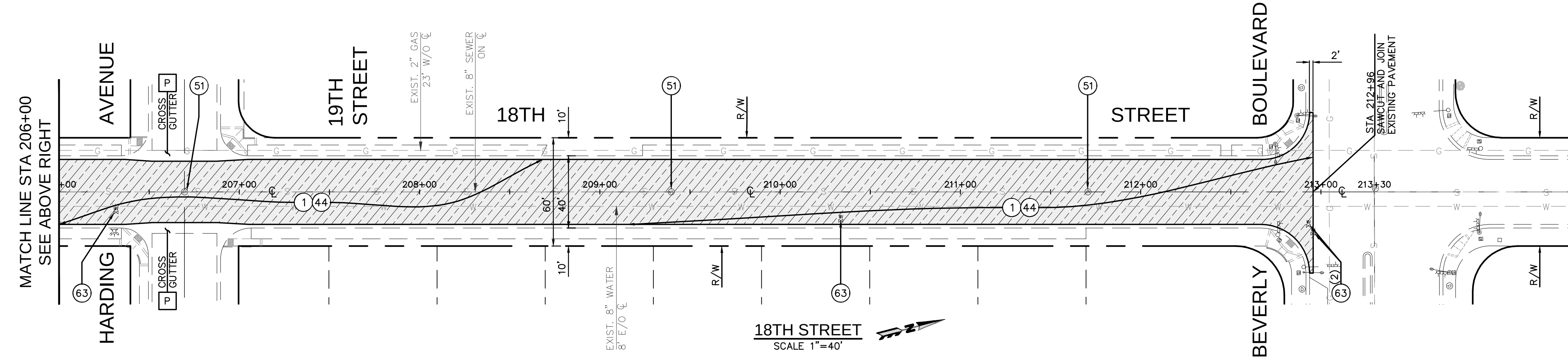
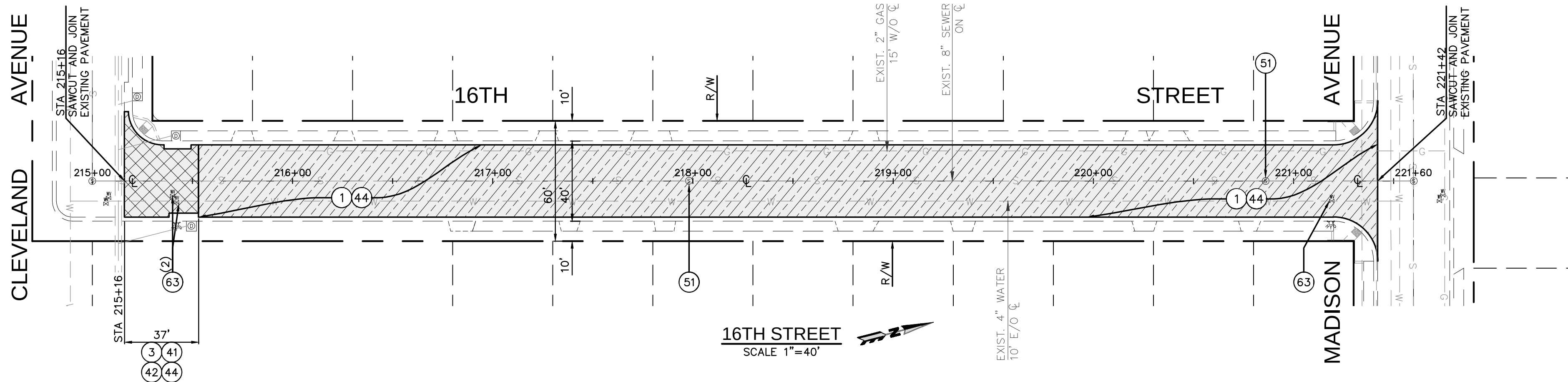
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
MADISON AVENUE FROM WILCOX AVENUE TO VAIL AVENUE, AND
18TH STREET FROM WHITTIER BOULEVARD TO STA 196+00

Drawing Number:

C-9

Sheet 9 of 30



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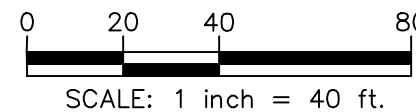
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- REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



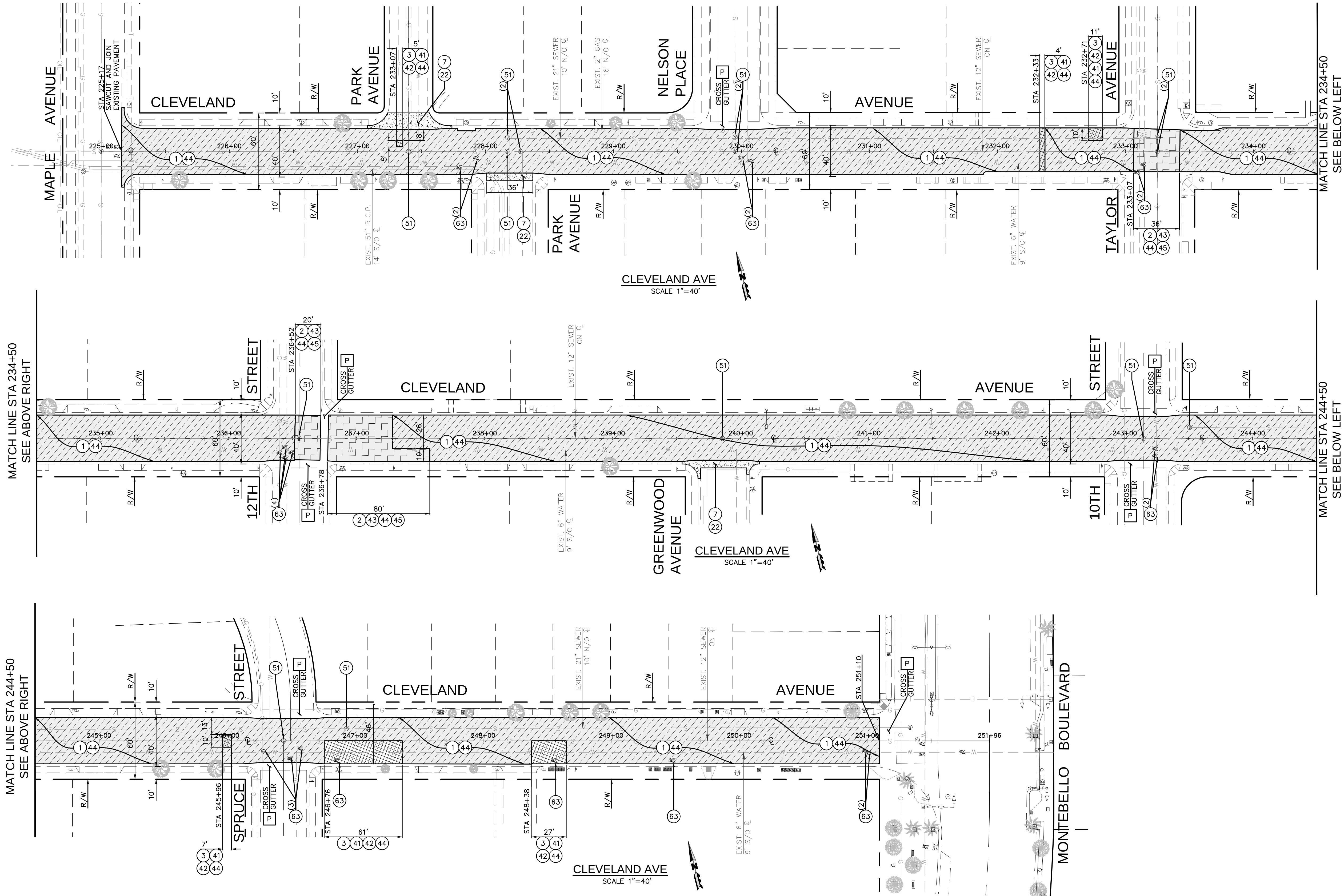
Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com
DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO

ENGINEERING DIVISION

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
STREET IMPROVEMENT PLAN FOR
18TH STREET FROM STA 196+00 TO BEVERLY BOULEVARD, AND
16TH STREET FROM CLEVELAND AVENUE TO MADISON AVENUE

Drawing Number:
C-10
Sheet 10 of 30



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITI FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE

CONSTRUCTION NOTES:

- [P] PROTECT-IN-PLACE

REMOVALS

- 1 COLD MILL EXISTING AC PAVEMENT, 2" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 2 COLD MILL EXISTING AC PAVEMENT, 3" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 3 SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.
- 4 PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
- 5 REMOVE EXISTING SPEED BUMP, HAUL AWAY AND DISPOSE.
- 6 SAWCUT AND REMOVE EXISTING CONCRETE ALLEY INTERSECTION, HAUL AWAY AND DISPOSE.
- 7 SAWCUT AND REMOVE EXISTING CONCRETE CROSS GUTTER, HAUL AWAY AND DISPOSE.
- 8 SAWCUT AND REMOVE EXISTING CONCRETE LONGITUDINAL GUTTER, HAUL AWAY AND DISPOSE.
- 9 SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, HAUL AWAY AND DISPOSE.
- 10 SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.
- 11 SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.
- 12 SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
- 13 REMOVE AND HAUL AWAY EXISTING SIGN, POST AND ITS APPURTENANCES. (PLACE TEMPORARY SIGNS DURING CONSTRUCTION).
- 14 REMOVE ABANDONED METAL TRAFFIC DEVICE SYSTEM, HAUL AWAY, AND DISPOSE OF PROPERLY. SAWCUT 1 FOOT FROM EACH SIDE AND REMOVE PAVEMENT.
- 15 REMOVE IN-PAVEMENT LIGHTING FIXTURES, CONDUIT, WIRING, AND HARDWARE, HAUL AWAY AND DISPOSE.

PCC WORK AND OTHER RELATED WORK

- 21 CONSTRUCT CONCRETE ALLEY INTERSECTION PER SPPWC. STD. PLAN 130-3.
- 22 CONSTRUCT CONCRETE CROSS GUTTER PER SPPWC. STD. PLAN 122-3 OR MATCH EXISTING.
- 23 CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPPWC STD. PLAN 122-3, OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
- 24 CONSTRUCT 2" X 6" WEATHER TREATED REDWOOD HEADER PER DETAIL ON SHEET C-15.
- 25 CONSTRUCT 8" THICK REINFORCED CONCRETE PAVEMENT.
- 26 CONSTRUCT CONCRETE SIDEWALK, 4"-THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
- 27 CONSTRUCT CONCRETE CURB AND GUTTER, W=24" PER SPPWC STD PLAN 120-3 OR MATCH EXISTING.
- 28 CONSTRUCT CONCRETE CURB RAMP PER SPPWC STD. PLAN 111-5.
- 29 FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARD, FOR SIGNAGE SEE STRIPING PLAN.

AC WORK AND OTHER RELATED WORK

- 41 PROVIDE AND PLACE 6"THICK CRUSHED MISCELLANEOUS BASE (CMB).
- 42 CONSTRUCT 2"-THICK AC BASE COURSE B-PG 64-10.
- 43 CONSTRUCT 1"-THICK AC LEVELING COURSE C2-PG 64-10.
- 44 CONSTRUCT 2"-THICK ARHM AC OVERLAY TYPE C2-PG 64-16.
- 45 PROVIDE AND PLACE PAVING FABRIC OVER AC LEVELING COURSE.
- 46 CONSTRUCT NEW ARHM AC SPEED HUMP PER PLAN AND DETAIL ON SHEET C-3.

ADJUSTMENT/RELOCATION

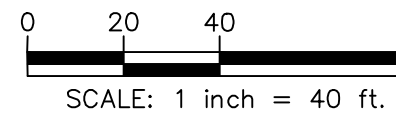
- 51 ADJUST EXISTING UTILITY MANHOLE AND COVER TO FINISHED GRADE.
- 52 ADJUST TRAFFIC SIGNAL PULL BOX AND COVER TO NEW GRADE.

BY OTHERS

- 61 ADJUST EXISTING GAS VALVE AND COVER TO FINISHED GRADE BY THE GAS COMPANY.
- 62 ADJUST EXISTING MANHOLE FRAME AND COVER TO FINISHED GRADE.
- 63 ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE BY THE WATER COMPANY

LEGEND:

- ALLEY INTERSECTION
- REMOVE AND RECONSTRUCT AC PAVEMENT
- 2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
- 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER 1" AC LEVELING COURSE
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- SPEED HUMP
- PORTLAND CEMENT CONCRETE
- REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE



SCALE: 1 inch = 40 ft.

MATCH LINE STA 244+50
SEE ABOVE RIGHT

MATCH LINE STA 234+50
SEE ABOVE RIGHT

MATCH LINE STA 244+50
SEE BELOW LEFT

MATCH LINE STA 234+50
SEE BELOW LEFT

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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UNDER THE SUPERVISION OF:



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DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

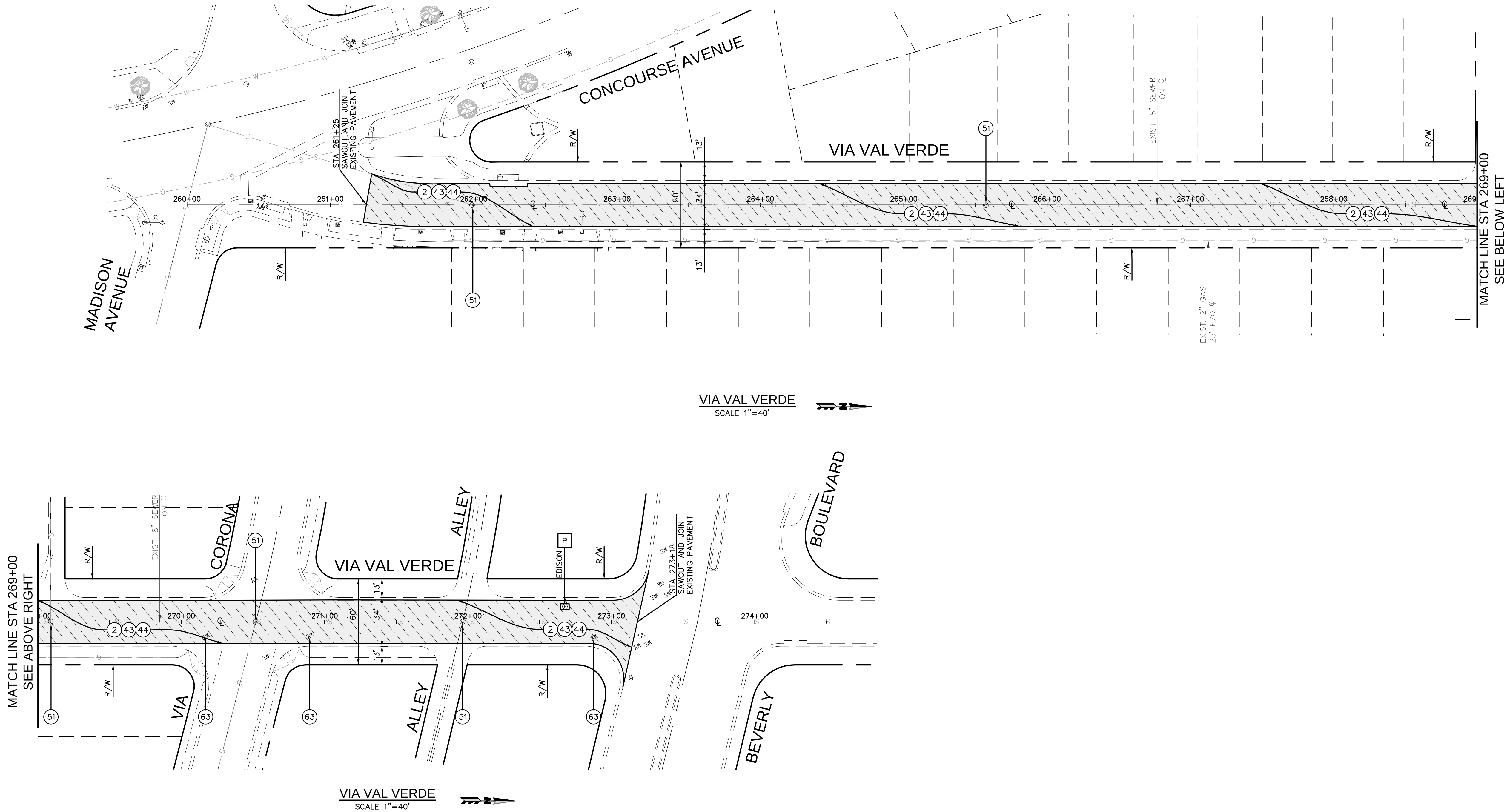
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
CLEVELAND AVENUE FROM MAPLE AVENUE TO MONTEBELLO BOULEVARD

Drawing Number:

C-11

Sheet 11 of 30



GENERAL CONSTRUCTION NOTES:

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9. REMOVE GRAFFITI FROM SIDEWALK.
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CONSTRUCTION NOTES:

- [P] PROTECT-IN-PLACE

REMOVALS

1. COLD MILL EXISTING AC PAVEMENT, 2" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
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3. SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.
4. PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
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PCC WORK AND OTHER RELATED WORK

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24. CONSTRUCT 2" X 6" WEATHER TREATED REDWOOD HEADER PER DETAIL ON SHEET C-15.
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46. CONSTRUCT NEW ARHM AC SPEED HUMP PER PLAN AND DETAIL ON SHEET C-3.

ADJUSTMENT/RELOCATION

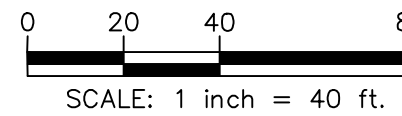
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

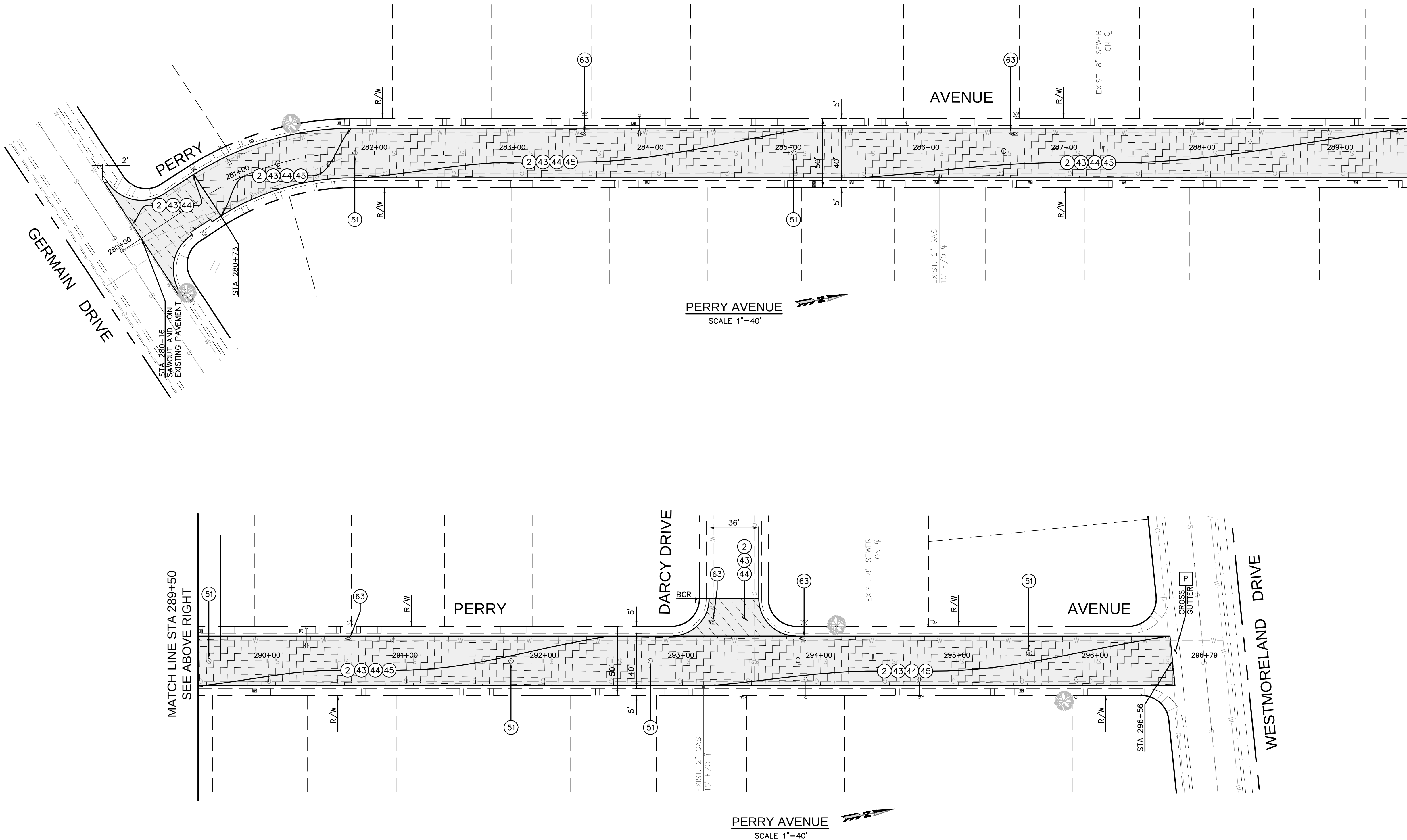
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
VIA VAL VERDE FROM CONCOURSE AVENUE TO BEVERLY BOULEVARD

Drawing Number:

C-12

Sheet 12 of 30



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
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CONSTRUCTION NOTES:

- [P] PROTECT-IN-PLACE
- REMOVALS**
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PCC WORK AND OTHER RELATED WORK

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45. PROVIDE AND PLACE PAVING FABRIC OVER AC LEVELING COURSE.
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ADJUSTMENT/RELOCATION

51. ADJUST EXISTING UTILITY MANHOLE AND COVER TO FINISHED GRADE.
52. ADJUST TRAFFIC SIGNAL PULL BOX AND COVER TO NEW GRADE.

BY OTHERS

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63. ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE BY THE WATER COMPANY

LEGEND:

- [Hatched Pattern] ALLEY INTERSECTION
- [Cross-hatched Pattern] REMOVE AND RECONSTRUCT AC PAVEMENT
- [Diagonal Hatched Pattern] 2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
- [Horizontal Hatched Pattern] 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER 1" AC LEVELING COURSE
- [Vertical Hatched Pattern] 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER PAVING FABRIC OVER 1" AC LEVELING COURSE
- [Stippled Pattern] CRUSHED MISCELLANEOUS BASE (CMB)
- [Grid Pattern] SPEED HUMP
- [Dotted Pattern] PORTLAND CEMENT CONCRETE
- [Cross-hatched Pattern] REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE

0 20 40 80
SCALE: 1 inch = 40 ft.

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CITY OF MONTEBELLO



ENGINEERING DIVISION

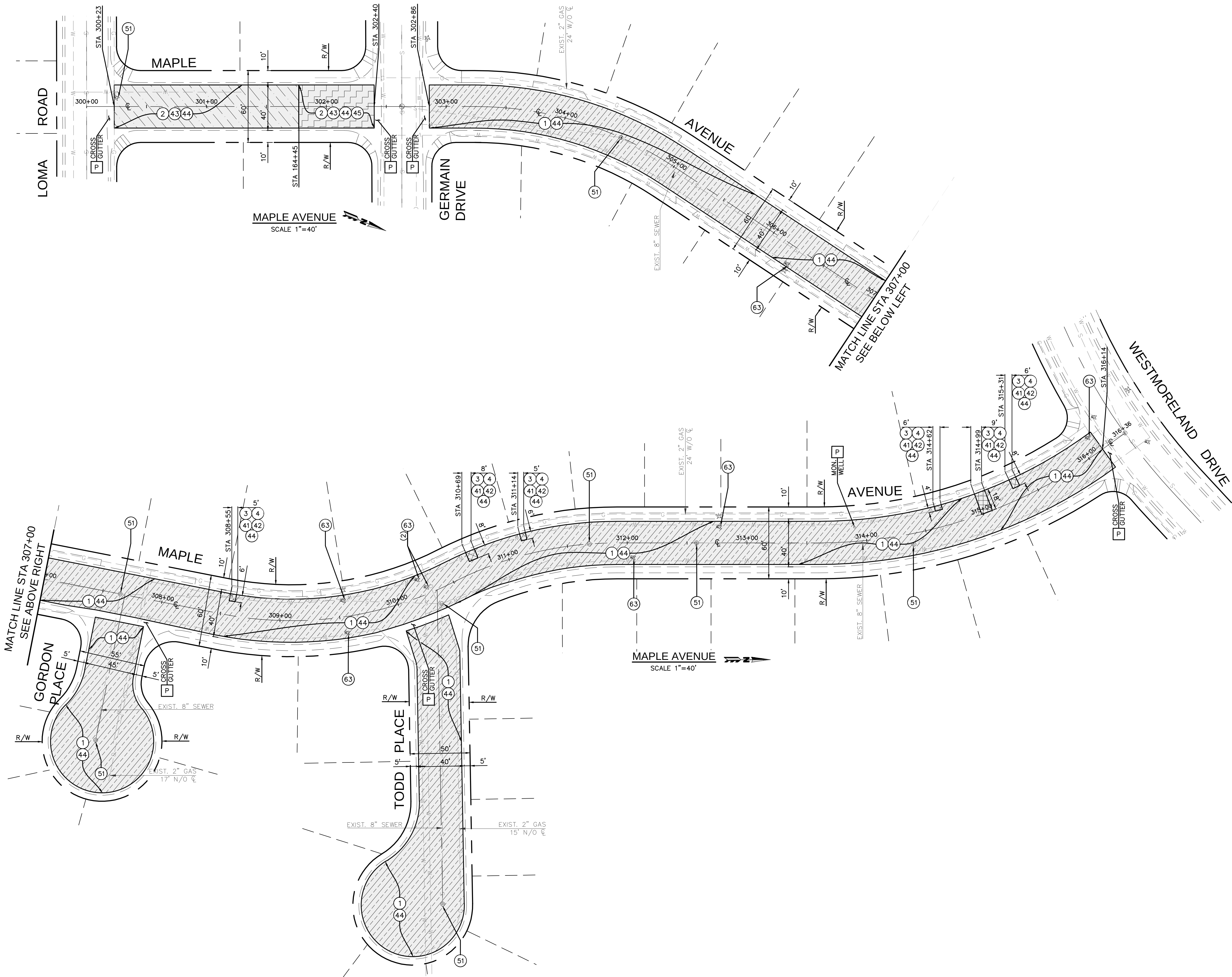
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
PERRY AVENUE FROM GERMAIN DRIVE TO WESTMORELAND DRIVE

Drawing Number:

C-13

Sheet 13 of 30



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- 1 COLD MILL EXISTING AC PAVEMENT, 2" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 2 COLD MILL EXISTING AC PAVEMENT, 3" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 3 SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.
- 4 PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
- 5 REMOVE EXISTING SPEED BUMP, HAUL AWAY AND DISPOSE.
- 6 SAWCUT AND REMOVE EXISTING CONCRETE ALLEY INTERSECTION, HAUL AWAY AND DISPOSE.
- 7 SAWCUT AND REMOVE EXISTING CONCRETE CROSS GUTTER, HAUL AWAY AND DISPOSE
- 8 SAWCUT AND REMOVE EXISTING CONCRETE LONGITUDINAL GUTTER, HAUL AWAY AND DISPOSE.
- 9 SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, HAUL AWAY AND DISPOSE.
- 10 SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.
- 11 SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.
- 12 SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
- 13 REMOVE AND HAUL AWAY EXISTING SIGN, POST AND ITS APPURTENANCES. (PLACE TEMPORARY SIGNS DURING CONSTRUCTION).
- 14 REMOVE ABANDONED METAL TRAFFIC DEVICE SYSTEM, HAUL AWAY, AND DISPOSE OF PROPERLY. SAWCUT 1 FOOT FROM EACH SIDE AND REMOVE PAVEMENT.
- 15 REMOVE IN-PAVEMENT LIGHTING FIXTURES, CONDUIT, WIRING, AND HARDWARE, HAUL AWAY AND DISPOSE.

PCC WORK AND OTHER RELATED WORK

- 21 CONSTRUCT CONCRETE ALLEY INTERSECTION PER SPPWC. STD. PLAN 130-3.
- 22 CONSTRUCT CONCRETE CROSS GUTTER PER SPPWC. STD. PLAN 122-3 OR MATCH EXISTING.
- 23 CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPPWC STD. PLAN 122-3, OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
- 24 CONSTRUCT 2" X 6" WEATHER TREATED REDWOOD HEADER PER DETAIL ON SHEET C-15.
- 25 CONSTRUCT 8" THICK REINFORCED CONCRETE PAVEMENT.
- 26 CONSTRUCT CONCRETE SIDEWALK, 4"-THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
- 27 CONSTRUCT CONCRETE CURB AND GUTTER, W=24" PER SPPWC STD PLAN 120-3 OR MATCH EXISTING.
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AC WORK AND OTHER RELATED WORK

- 41 PROVIDE AND PLACE 6"THICK CRUSHED MISCELLANEOUS BASE (CMB).
- 42 CONSTRUCT 2"-THICK AC BASE COURSE B-PG 64-10.
- 43 CONSTRUCT 1"-THICK AC LEVELING COURSE C2-PG 64-10.
- 44 CONSTRUCT 2"-THICK ARHM AC OVERLAY TYPE C2-PG 64-16.
- 45 PROVIDE AND PLACE PAVING FABRIC OVER AC LEVELING COURSE.
- 46 CONSTRUCT NEW ARHM AC SPEED HUMP PER PLAN AND DETAIL ON SHEET C-3.

ADJUSTMENT/RELOCATION

- 51 ADJUST EXISTING UTILITY MANHOLE AND COVER TO FINISHED GRADE.
- 52 ADJUST TRAFFIC SIGNAL PULL BOX AND COVER TO NEW GRADE.

BY OTHERS

- 61 ADJUST EXISTING GAS VALVE AND COVER TO FINISHED GRADE BY THE GAS COMPANY.
- 62 ADJUST EXISTING MANHOLE FRAME AND COVER TO FINISHED GRADE.
- 63 ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE BY THE WATER COMPANY

LEGEND:

- ALLEY INTERSECTION
- REMOVE AND RECONSTRUCT AC PAVEMENT
- 2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
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- CRUSHED MISCELLANEOUS BASE (CMB)
- SPEED HUMP
- PORTLAND CEMENT CONCRETE
- REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE

0 20 40 80
SCALE: 1 inch = 40 ft.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

STREET IMPROVEMENT PLAN FOR
MAPLE AVENUE FROM LOMA ROAD TO WESTMORELAND DRIVE

Drawing Number:

C-14

Sheet 14 of 30

BENCHMARK: COUNTY OF LOS ANGELES BM LY 10641 L & BD IN EAST CATCH BASIN 45FT N/O BCR @ NE COR BEVERLY BOULEVARD AND TAYLOR AVENUE
ELEVATION = 224.927 FT
BASIS OF BEARINGS:
HORIZONTAL CONTROL BASED ON, CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE VI.



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ENGINEERING DIVISION

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

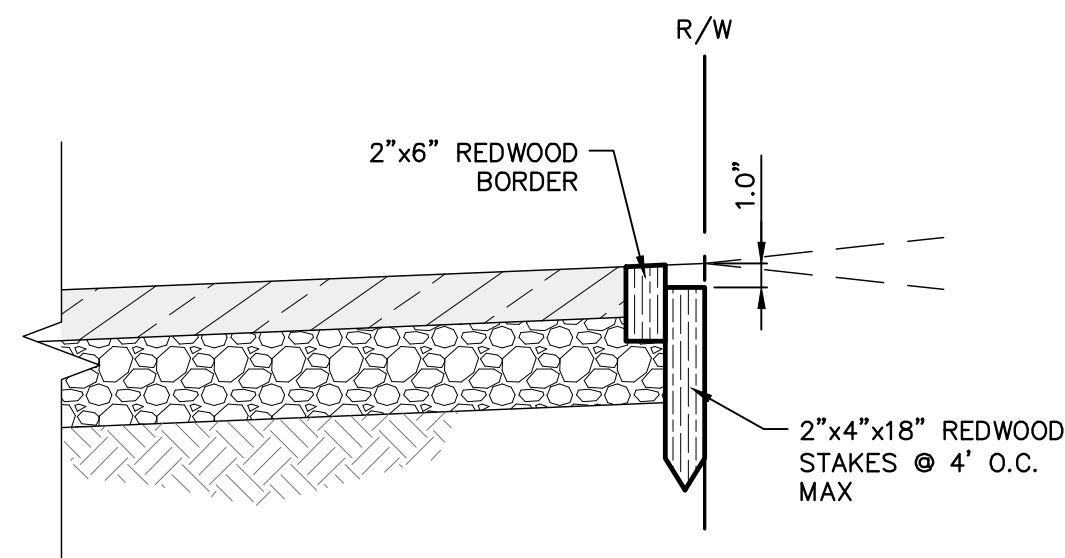
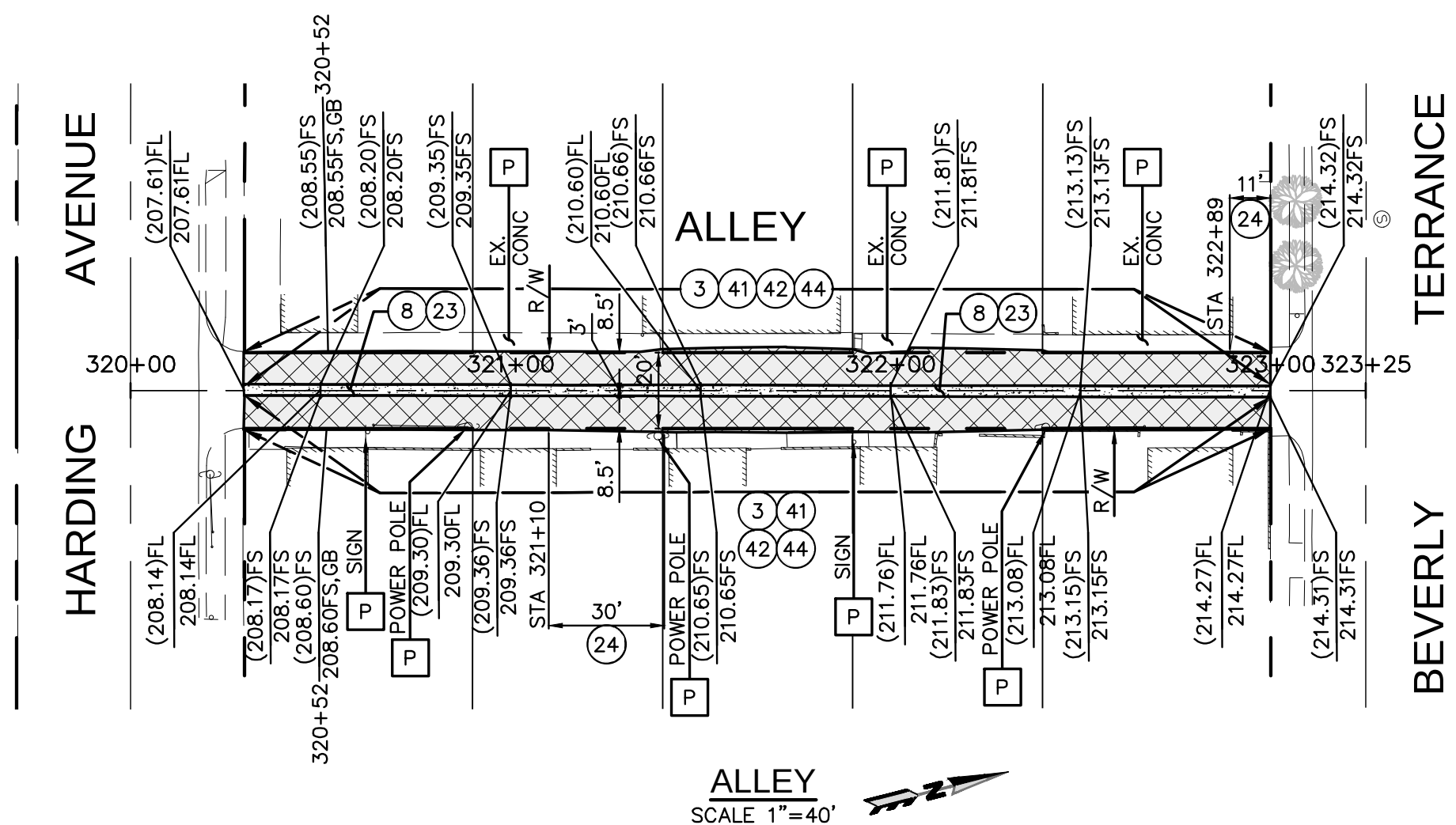
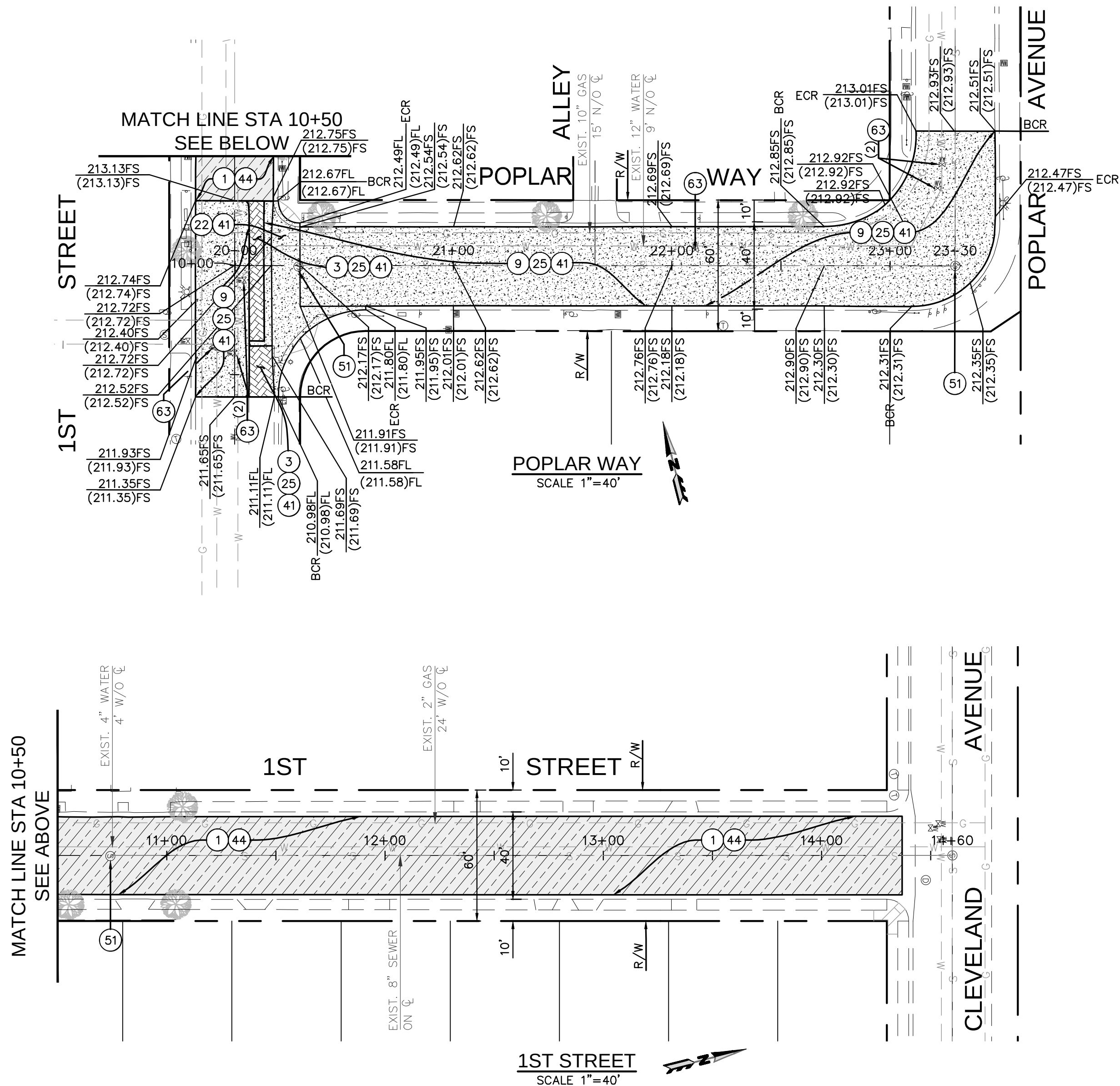
STREET IMPROVEMENTS PLAN FOR POPLAR WAY FROM 1ST STREET TO
POPLAR AVENUE, 1ST STREET FROM POPLAR WAY TO CLEVELAND
AVENUE, AND ALLEY FROM W. BEVERLY TERRACE TO
W. HARDING AVENUE

Drawing Number:

C-15

Sheet 15 of 30

J. N. 440178-01-001-0003



24 REDWOOD HEADER DETAIL
NOT TO SCALE

NOTE:
EXISTING ELEVATIONS ARE THE PROPOSED ELEVATIONS,
UNLESS OTHERWISE INDICATED.

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITI FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE

CONSTRUCTION NOTES:

- [P] PROTECT-IN-PLACE

REMOVALS

- 1 COLD MILL EXISTING AC PAVEMENT, 2" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 2 COLD MILL EXISTING AC PAVEMENT, 3" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 3 SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.
- 4 PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
- 5 REMOVE EXISTING SPEED BUMP, HAUL AWAY AND DISPOSE.
- 6 SAWCUT AND REMOVE EXISTING CONCRETE ALLEY INTERSECTION, HAUL AWAY AND DISPOSE.
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- 13 REMOVE AND HAUL AWAY EXISTING SIGN, POST AND ITS APPURTENANCES. (PLACE TEMPORARY SIGNS DURING CONSTRUCTION).
- 14 REMOVE ABANDONED METAL TRAFFIC DEVICE SYSTEM, HAUL AWAY, AND DISPOSE OF PROPERLY. SAWCUT 1 FOOT FROM EACH SIDE AND REMOVE PAVEMENT.
- 15 REMOVE IN-PAVEMENT LIGHTING FIXTURES, CONDUIT, WIRING, AND HARDWARE, HAUL AWAY AND DISPOSE.

PCC WORK AND OTHER RELATED WORK

- 21 CONSTRUCT CONCRETE ALLEY INTERSECTION PER SPPWC. STD. PLAN 130-3.
- 22 CONSTRUCT CONCRETE CROSS GUTTER PER SPPWC. STD. PLAN 122-3 OR MATCH EXISTING.
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- 26 CONSTRUCT CONCRETE SIDEWALK, 4"-THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
- 27 CONSTRUCT CONCRETE CURB AND GUTTER, W=24" PER SPPWC STD PLAN 120-3 OR MATCH EXISTING.
- 28 CONSTRUCT CONCRETE CURB RAMP PER SPPWC STD. PLAN 111-5.
- 29 FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARD. FOR SIGNAGE SEE STRIPING PLAN.

AC WORK AND OTHER RELATED WORK

- 41 PROVIDE AND PLACE 6"THICK CRUSHED MISCELLANEOUS BASE (CMB).
- 42 CONSTRUCT 2"-THICK AC BASE COURSE B-PG 64-10.
- 43 CONSTRUCT 1"-THICK AC LEVELING COURSE C2-PG 64-10.
- 44 CONSTRUCT 2"-THICK ARHM AC OVERLAY TYPE C2-PG 64-16.
- 45 PROVIDE AND PLACE PAVING FABRIC OVER AC LEVELING COURSE.
- 46 CONSTRUCT NEW ARHM AC SPEED HUMP PER PLAN AND DETAIL ON SHEET C-3.

ADJUSTMENT/RELOCATION

- 51 ADJUST EXISTING UTILITY MANHOLE AND COVER TO FINISHED GRADE.
- 52 ADJUST TRAFFIC SIGNAL PULL BOX AND COVER TO NEW GRADE.

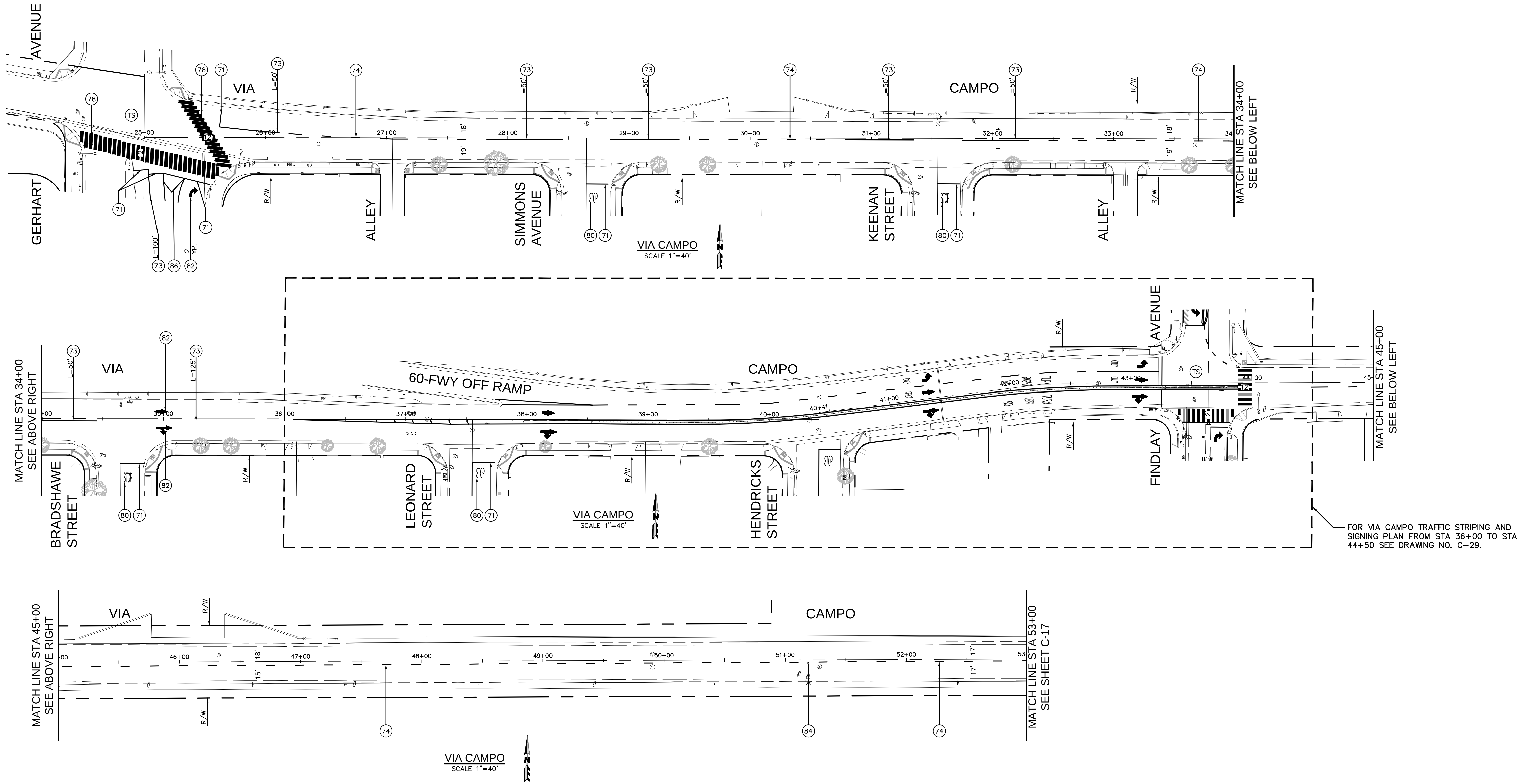
BY OTHERS

- 51 ADJUST EXISTING GAS VALVE AND COVER TO FINISHED GRADE BY THE GAS COMPANY.
- 52 ADJUST EXISTING MANHOLE FRAME AND COVER TO FINISHED GRADE.
- 63 ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE BY THE WATER COMPANY

LEGEND:

- ALLEY INTERSECTION
- REMOVE AND RECONSTRUCT AC PAVEMENT
- 2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
- 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER 1" AC LEVELING COURSE
- 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER PAVING FABRIC OVER 1" AC LEVELING COURSE
- CRUSHED MISCELLANEOUS BASE (CMB)
- SPEED HUMP
- PORTLAND CEMENT CONCRETE
- REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE

0 20 40 80
SCALE: 1 inch = 40 ft.



GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
- ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
- 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.
- PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
- ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
- REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
- FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENOIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
- THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
- REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
- ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.
- INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
- INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD PLAN A20A, DETAIL 22.
- INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.
- INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.
- INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6" DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
- INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
- INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.
- INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 27B.
- INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
- INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.
- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-29.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:

- (TS) SIGNALIZED INTERSECTION



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

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UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
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DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

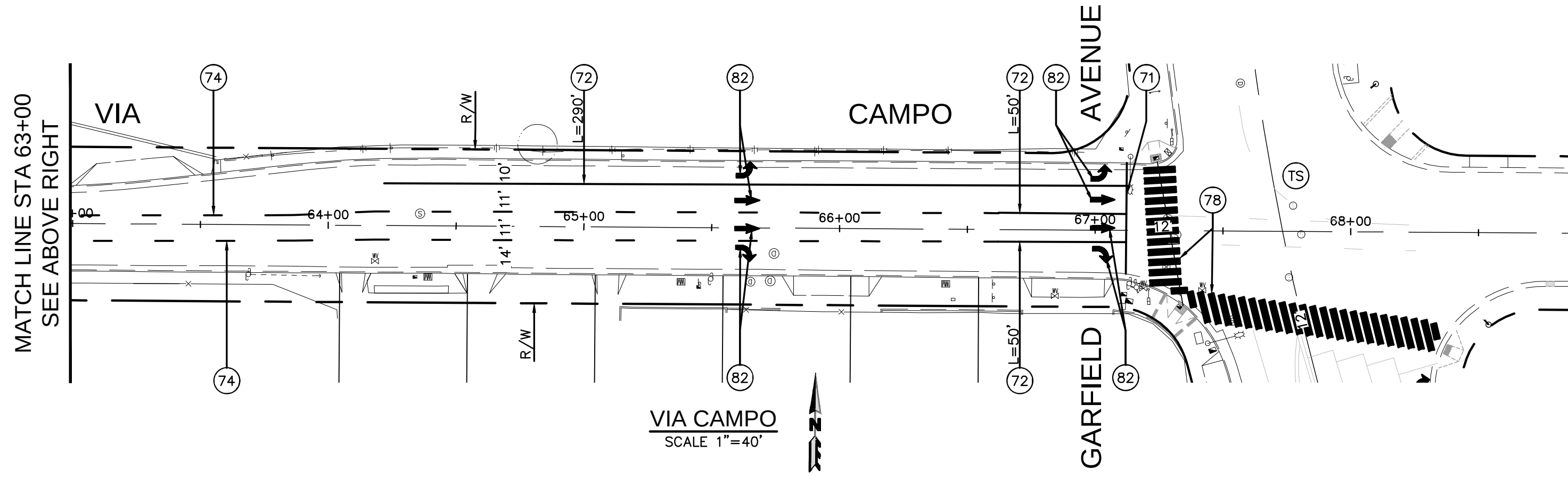
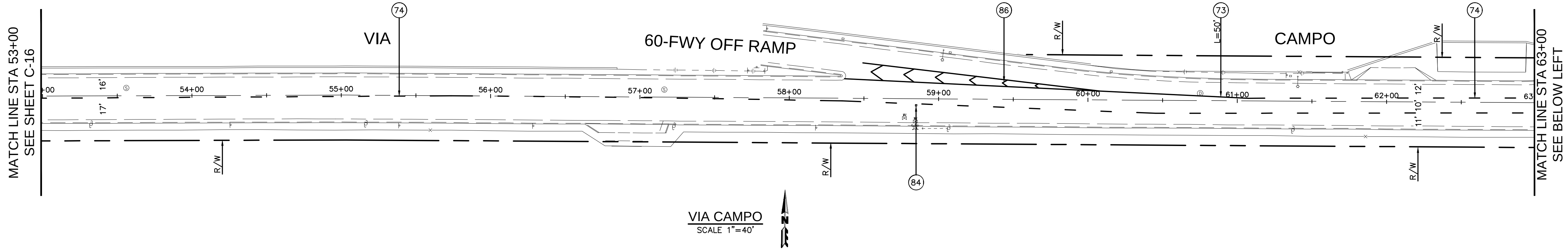
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC STRIPING AND MARKINGS PLAN FOR
VIA CAMPO FROM GERHART AVENUE TO STA 53+00

Drawing Number:

C-16

Sheet 16 of 30



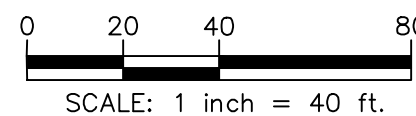
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- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
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- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
- INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.
- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:
TS SIGNALIZED INTERSECTION



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

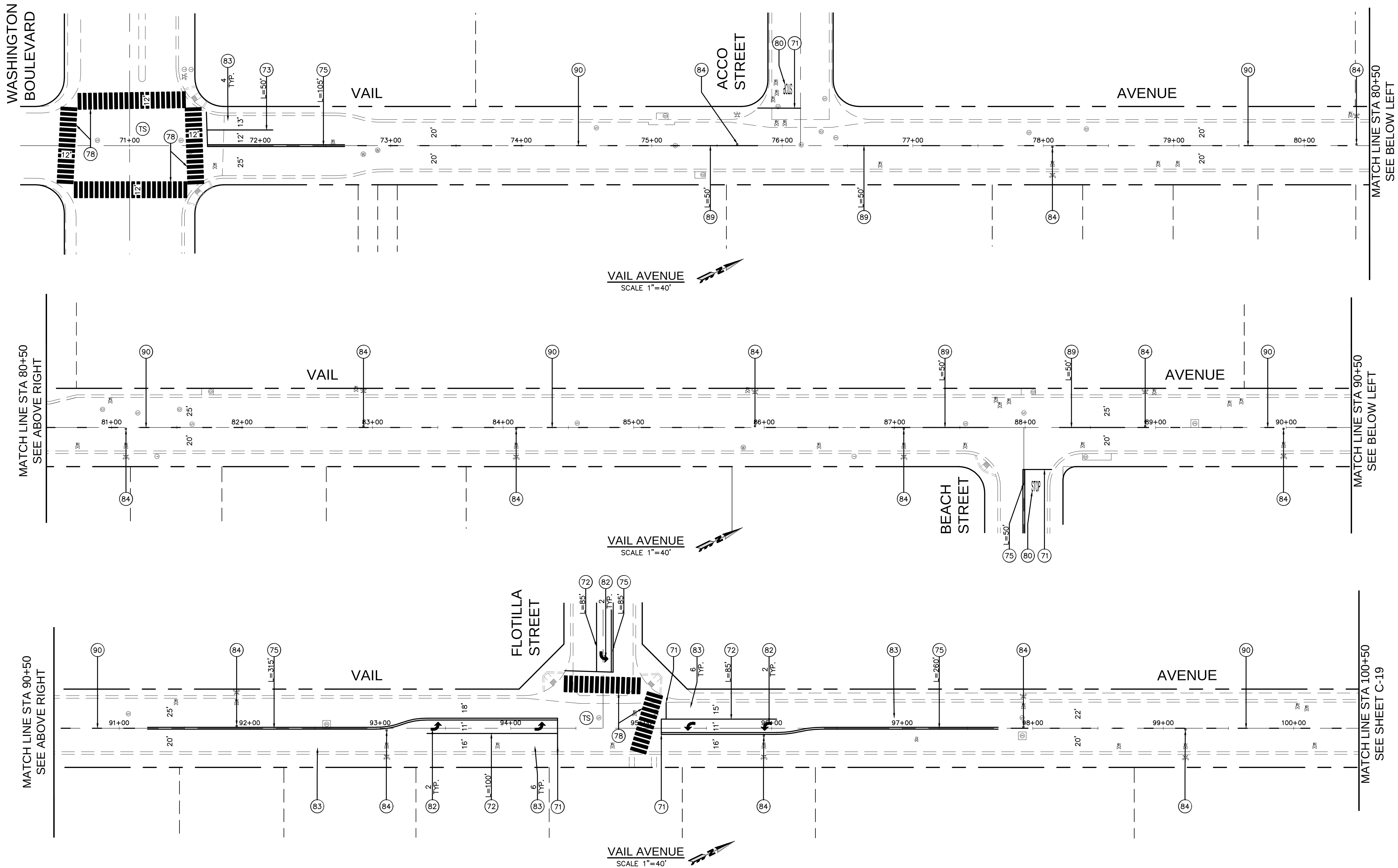
UNDER THE SUPERVISION OF:

Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com
DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25



FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
TRAFFIC STRIPING AND MARKINGS PLAN FOR
VIA CAMPO FROM STA 53+00 TO GARFIELD AVENUE

Drawing Number:
C-17
Sheet 17 of 30



GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
- ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
- 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.
- PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
- ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
- REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
- FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
- THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
- REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
- ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.
- INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
- INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD PLAN A20A, DETAIL 22.
- INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.
- INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.
- INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6" DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
- INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
- INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.
- INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 27B.
- INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
- INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.
- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:

- TS SIGNALIZED INTERSECTION



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com
DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25



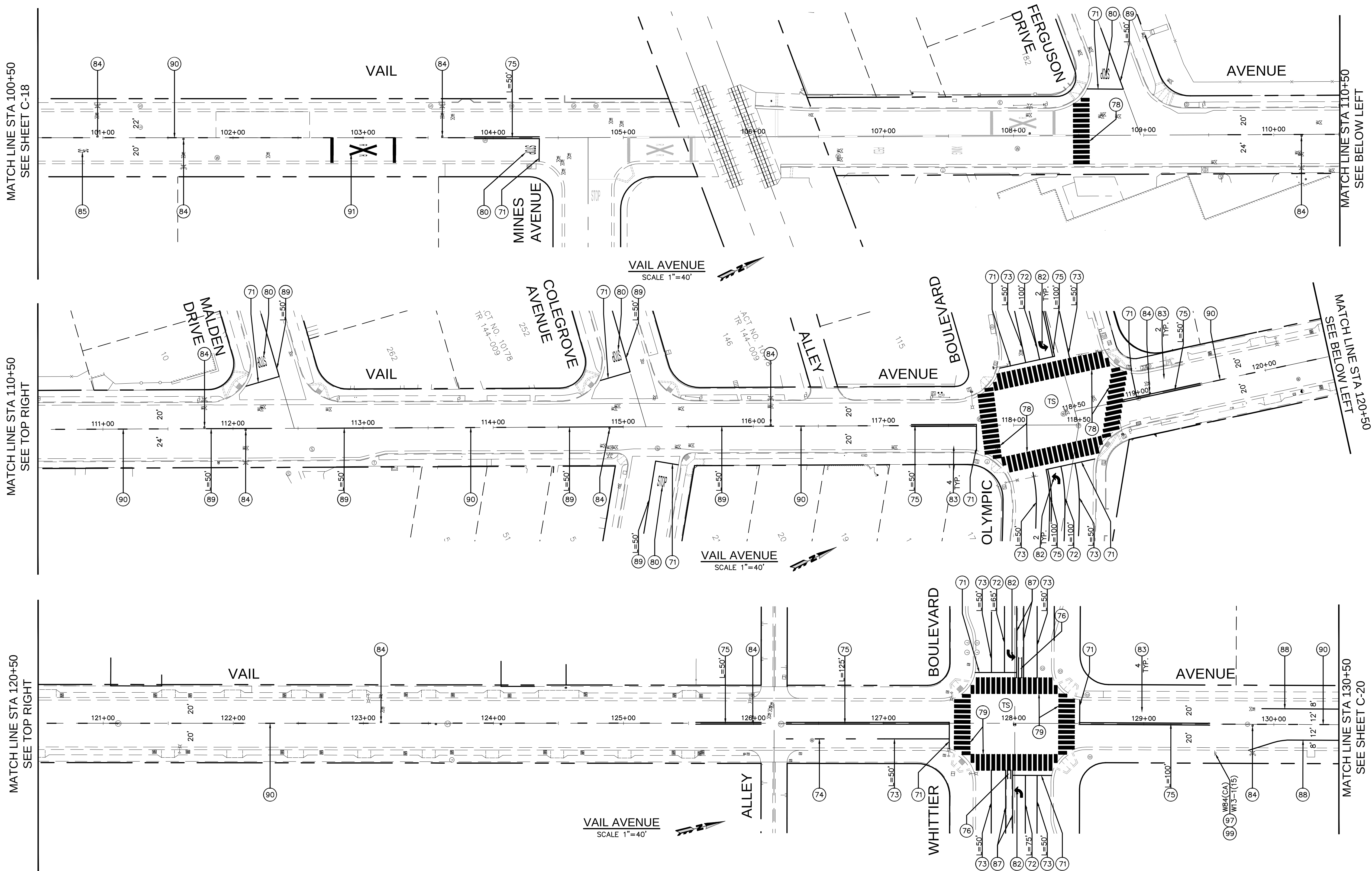
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC STRIPING AND MARKINGS PLAN FOR
VAIL AVENUE FROM WASHINGTON BLVD TO STA 100+50

Drawing Number:

C-18

Sheet 18 of 30



GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
- ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
- 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.
- PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
- ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
- REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
- FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENOIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
- THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
- REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
- ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

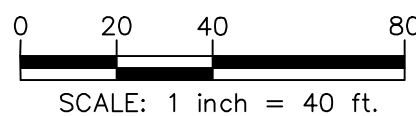
TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24C.
- INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
- INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD PLAN A20A, DETAIL 22.
- INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.
- INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24C.
- INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD. PLAN A24C.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.
- INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6" DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
- INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
- INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.
- INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 27B.
- INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
- INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.
- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:

- TS SIGNALIZED INTERSECTION

SIGN LEGEND NOT TO SCALE	
W84(CA) (SINGLE FACE)	W13-1(15) (SINGLE FACE)



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



Bowman

3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

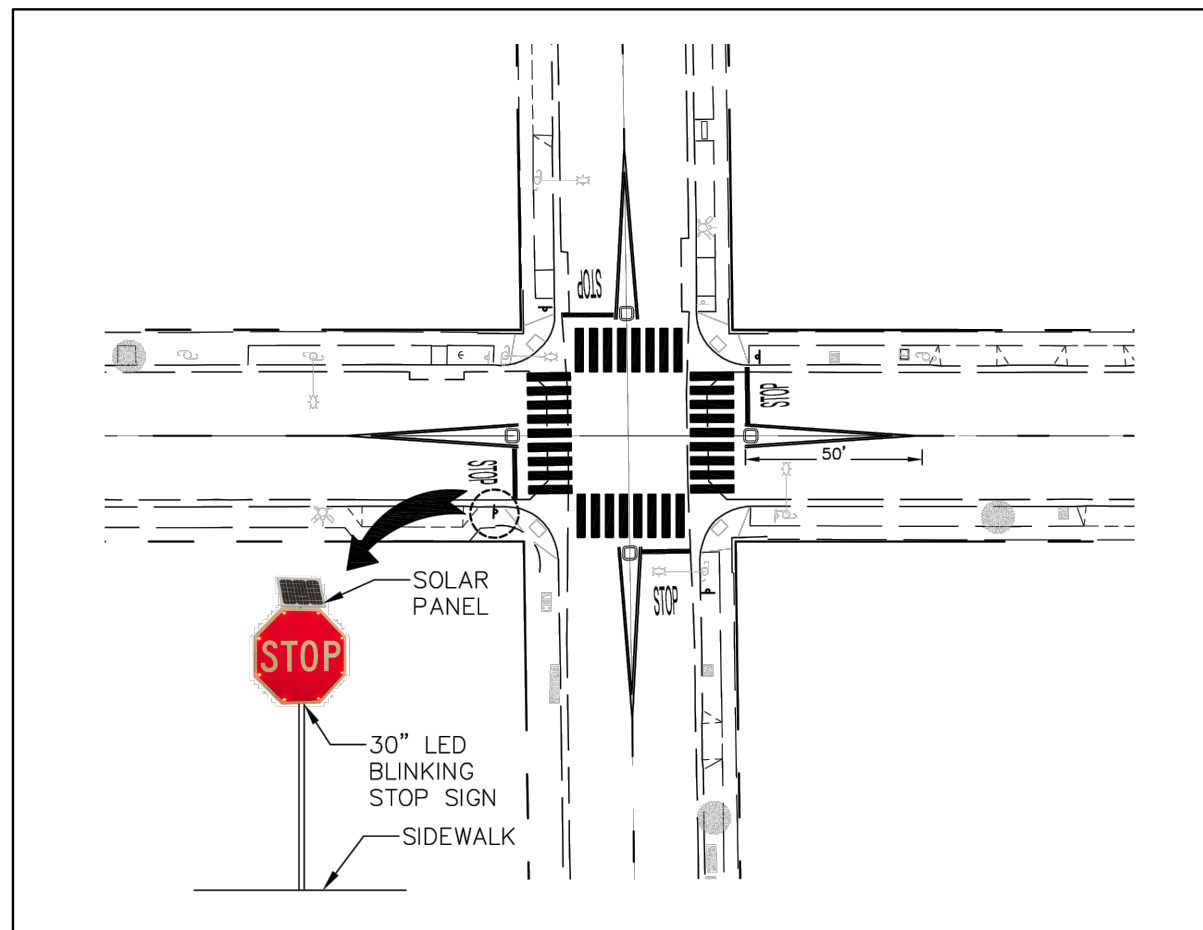
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC STRIPING AND MARKINGS PLAN AND SIGN LEGEND FOR
VAIL AVENUE FROM STA 100+50 TO STA 130+50

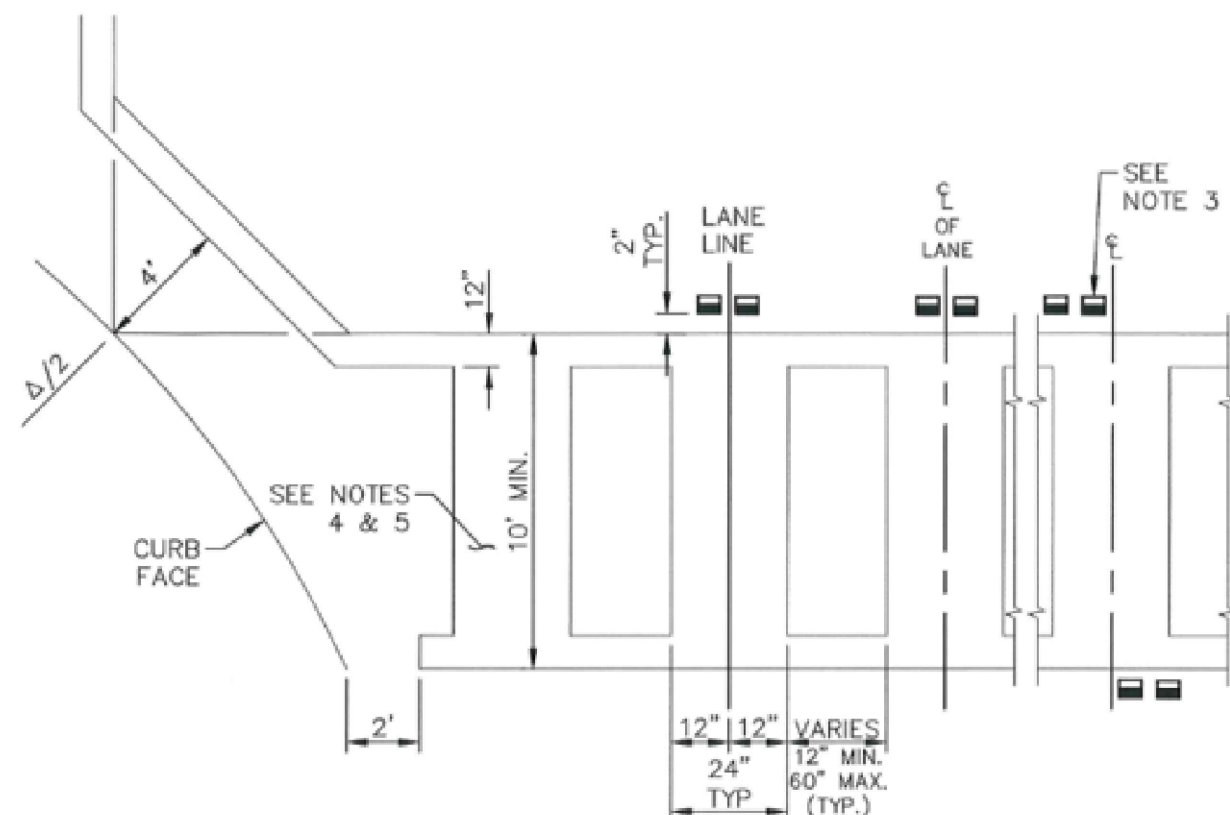
Drawing Number:

C-19

Sheet 19 of 30



TYPICAL SOLAR POWERED STOP SIGN DETAIL FOR
SIGN INSTALLATION/RELOCATION NOTE NO. 98
NOT TO SCALE



YELLOW TYPE H MARKINGS DETAIL FOR INSTALLATION NOTE NO. 96
NOT TO SCALE

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
2. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
4. 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.
5. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
6. ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
7. REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
8. FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE OR FURNISH STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
9. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
10. REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
11. ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

71	INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.	79	INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.	87	INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
72	INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20A, DETAIL 38B.	80	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.	88	INSTALL WHITE THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 27B.
73	INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.	81	INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.	89	INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
74	INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.	82	INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.	90	INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
75	INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD PLAN A20A, DETAIL 22.	93	INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6' DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.	91	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
76	INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.	84	INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.	92	INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.
77	INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.	95	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.	93	PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
78	INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.	86	INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.	94	INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.

95 PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER
CALTRANS STD PLANS 420, DETAIL 40.

96 FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON
SHEET C-20.

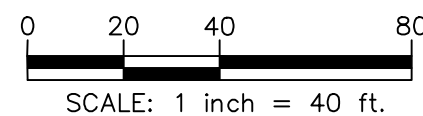
97 FURNISH AND INSTALL NEW SIGN PER PLAN.

98 FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER
DETAIL ON SHEET C-20.

99 REMOVE EXISTING SIGN PER PLAN.

100 REMOVE EXISTING STRIPING AND MARKINGS.

(TS) SIGNALIZED INTERSECTION



CT	Drawing Number:
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ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25



The seal of the City of Montebello, California, is a circular emblem. It features a blue outer ring with the text "CITY OF MONTEBELLO" at the top and "CALIFORNIA" at the bottom, separated by two small white stars. Inside the ring, the text "INCORPORATED OCT. 16, 1920" is written in a smaller blue font. The central part of the seal depicts a landscape with a green hill, a body of water, and a bridge or structure in the background.

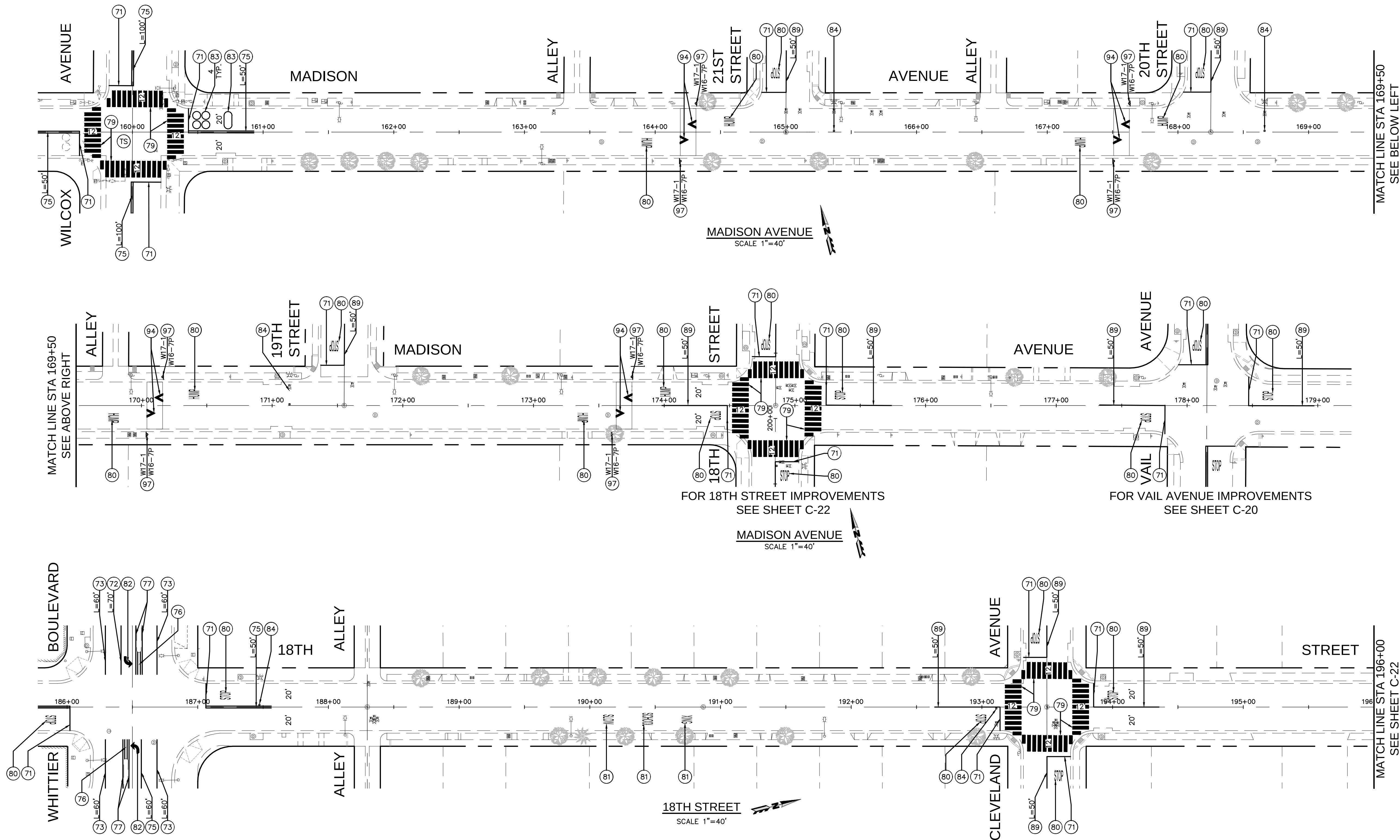
ENGINEERING DIVISION

TRAFFIC STRIPING AND MARKINGS PLAN, SIGN LEGEND AND DETAILS FOR
VAIL AVENUE FROM STA 130+50 TO BEVERLY BLVD

Drawing Number:

C-20

Sheet 20 of 30



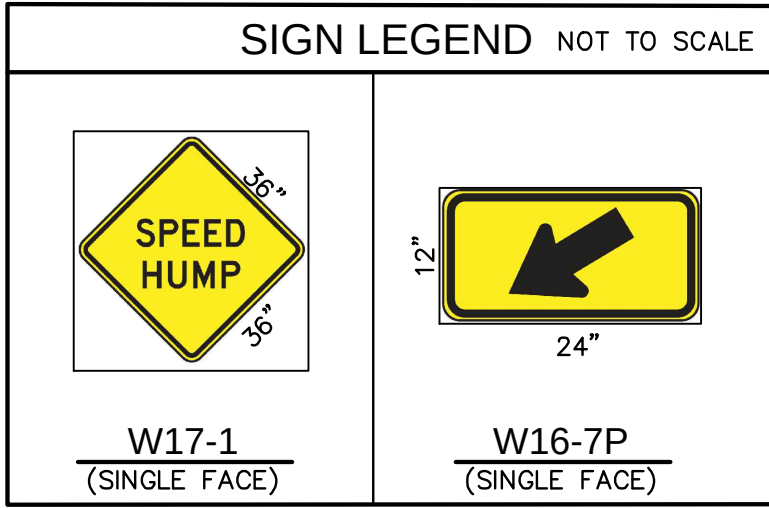
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- FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
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- INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
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- INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD PLAN A20A, DETAIL 22.
- INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.
- INSTALL THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
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- INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.
- INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6" DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
- INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
- INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.
- INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 27B.
- INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
- INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.
- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:
(TS) SIGNALIZED INTERSECTION



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com
DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25



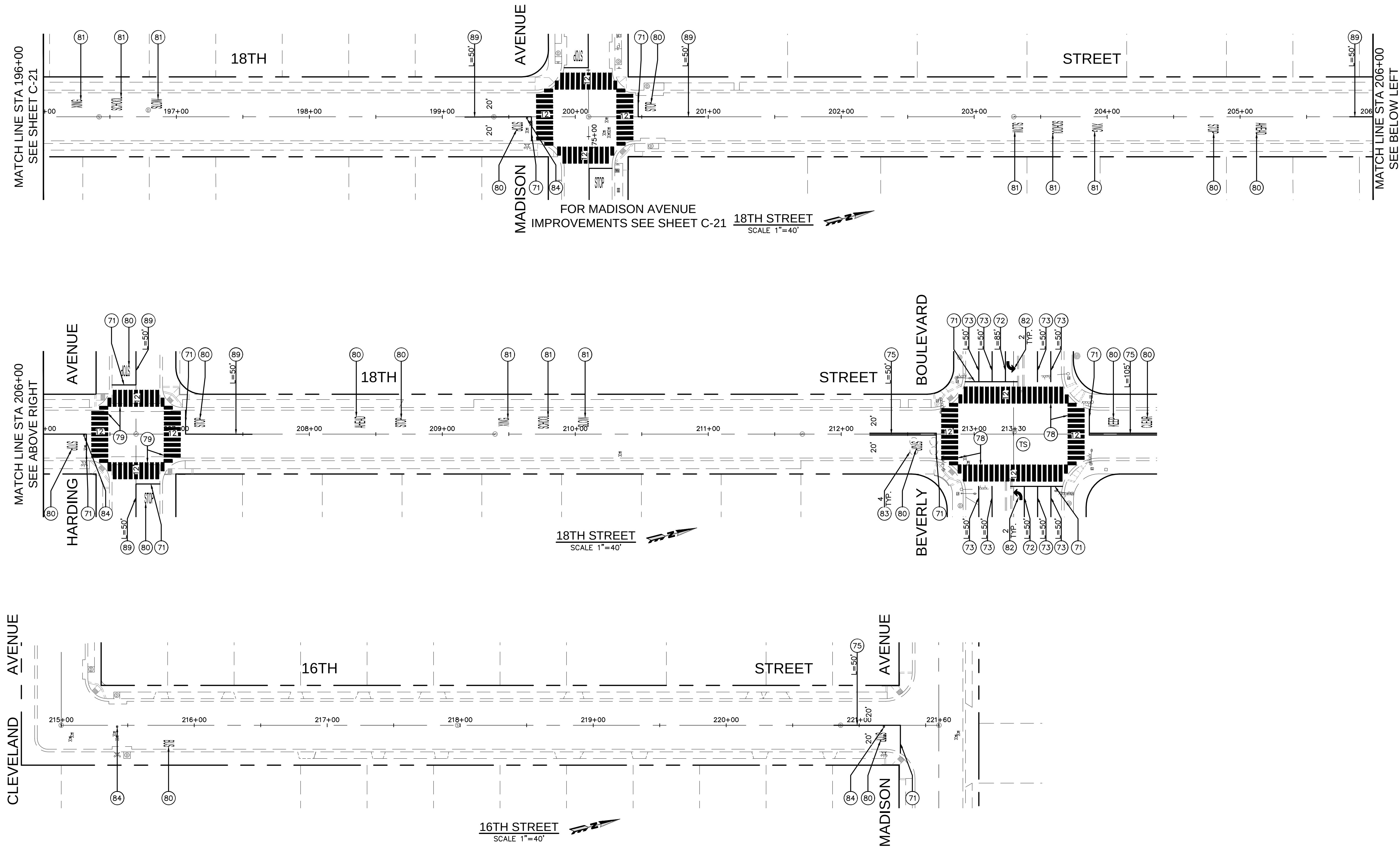
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC STRIPING AND MARKINGS PLAN FOR
MADISON AVENUE FROM WILCOX AVENUE TO VAIL AVENUE, AND
18TH STREET FROM WHITTIER BOULEVARD TO STA 196+00

Drawing Number:

C-21

Sheet 21 of 30



GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
- ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
- 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.
- PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
- ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
- REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
- FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENOIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
- THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
- REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
- ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.
- INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
- INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
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- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
- INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.
- INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
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- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:
(TS) SIGNALIZED INTERSECTION

0 20 40 80
SCALE: 1 inch = 40 ft.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

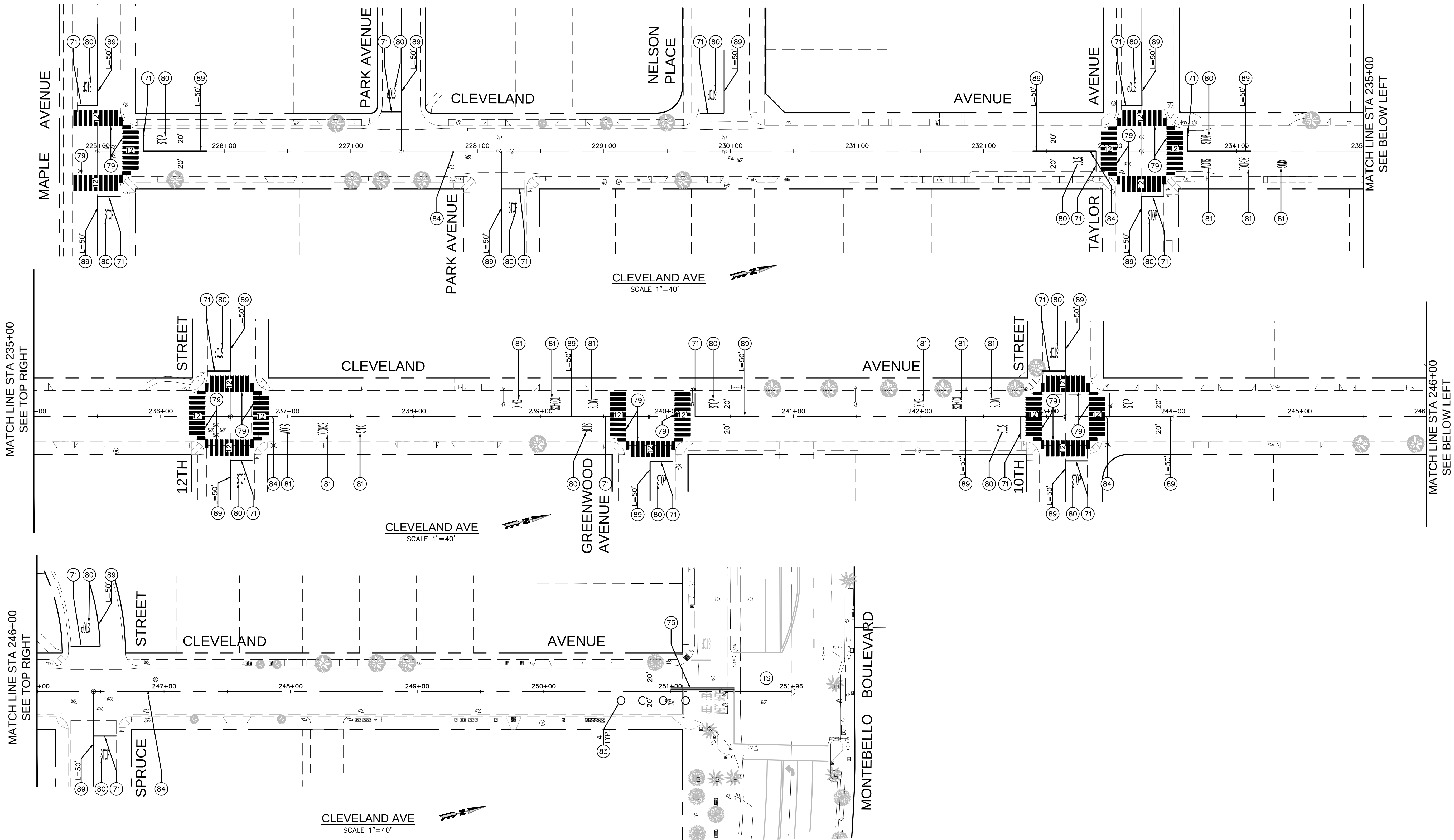
Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com
DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO

ENGINEERING DIVISION

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
TRAFFIC STRIPING AND MARKINGS PLAN FOR
18TH STREET FROM STA 196+00 TO BEVERLY BOULEVARD, AND
16TH STREET FROM CLEVELAND AVENUE TO MADISON AVENUE

Drawing Number:
C-22
Sheet 22 of 30



GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

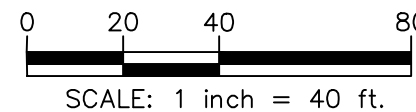
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TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.
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- INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD PLAN A20A, DETAIL 22.
- INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.
- INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
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- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
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- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:

- (TS) SIGNALIZED INTERSECTION



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



Bowman

3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

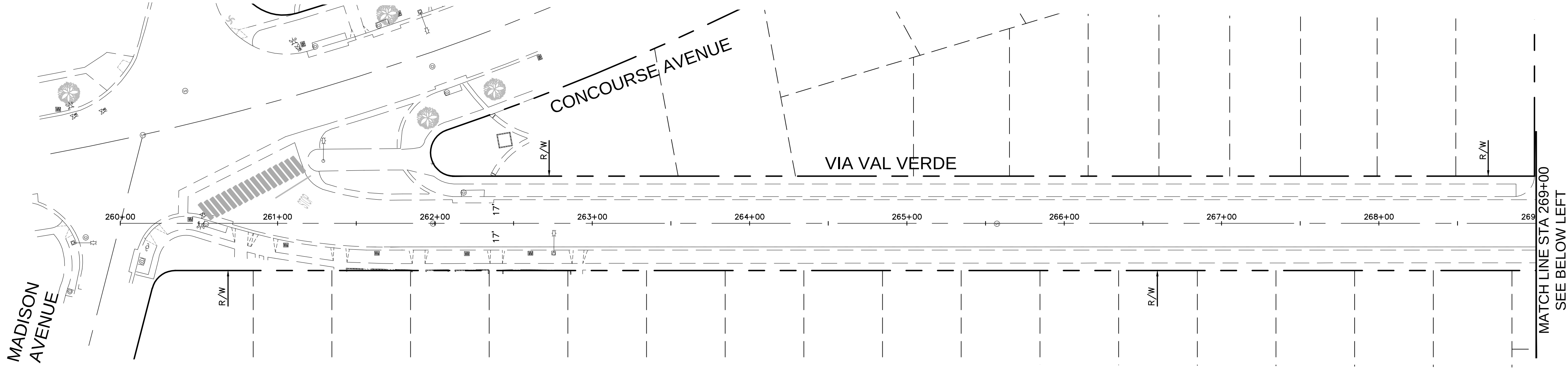
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC STRIPING AND MARKINGS PLAN FOR
CLEVELAND AVENUE FROM MAPLE AVENUE TO
MONTEBELLO BOULEVARD

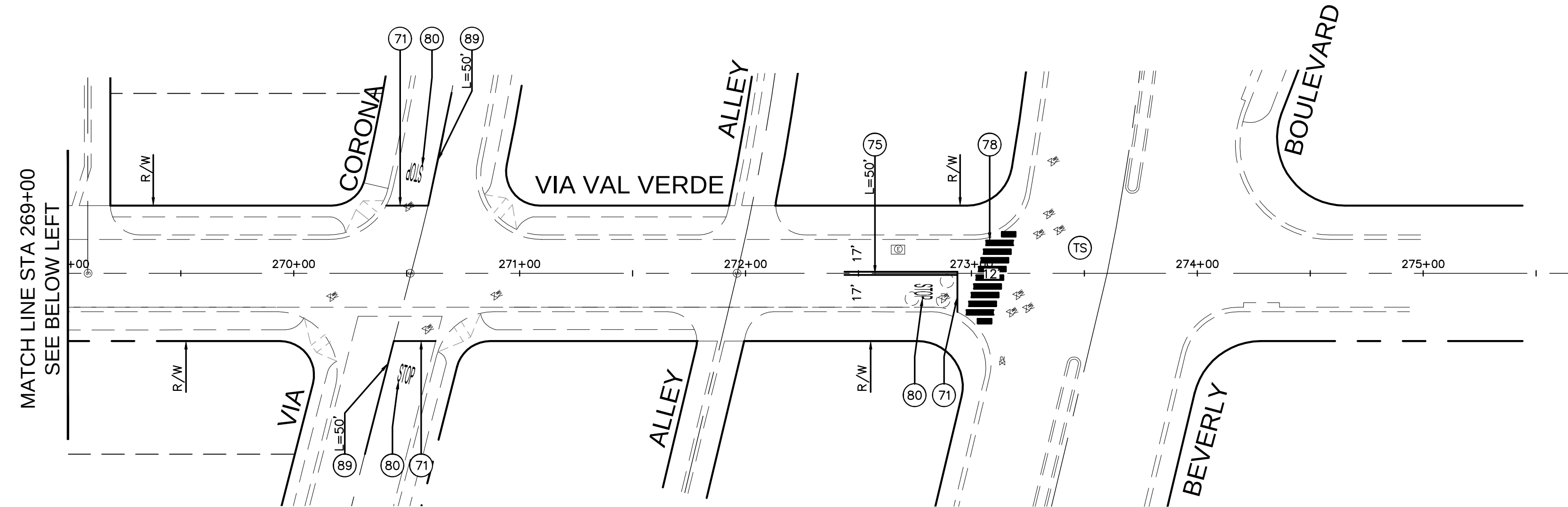
Drawing Number:

C-23

Sheet 23 of 30



VIA VAL VERDE AVE
SCALE 1"=40'



VIA VAL VERDE AVE
SCALE 1"=40'

GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

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TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

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LEGEND:

- TS SIGNALIZED INTERSECTION



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman

3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

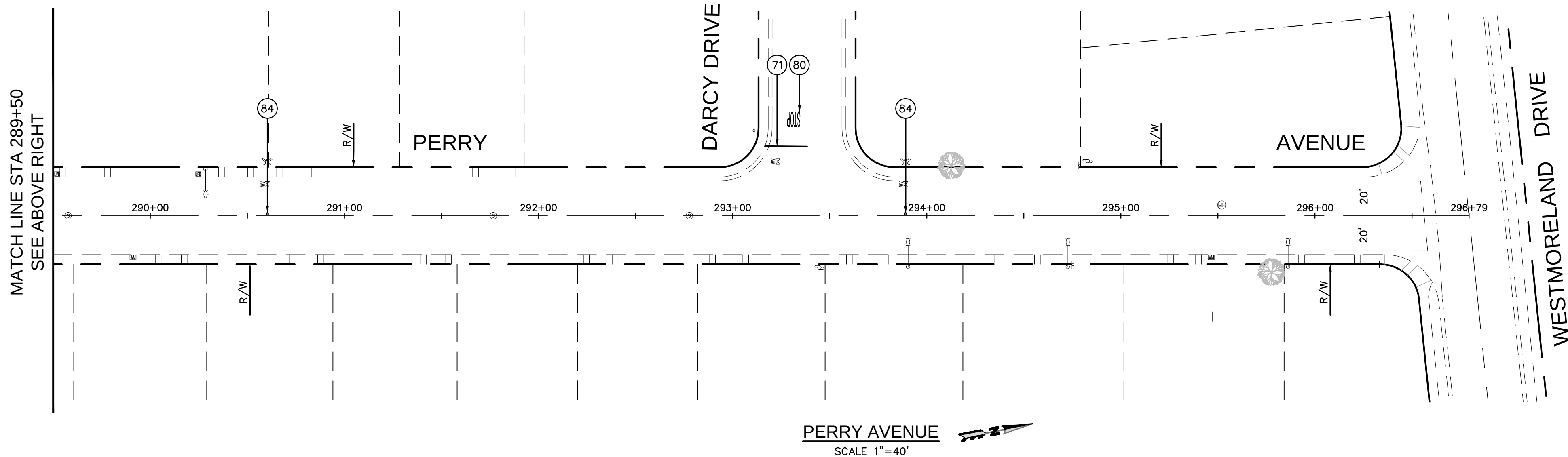
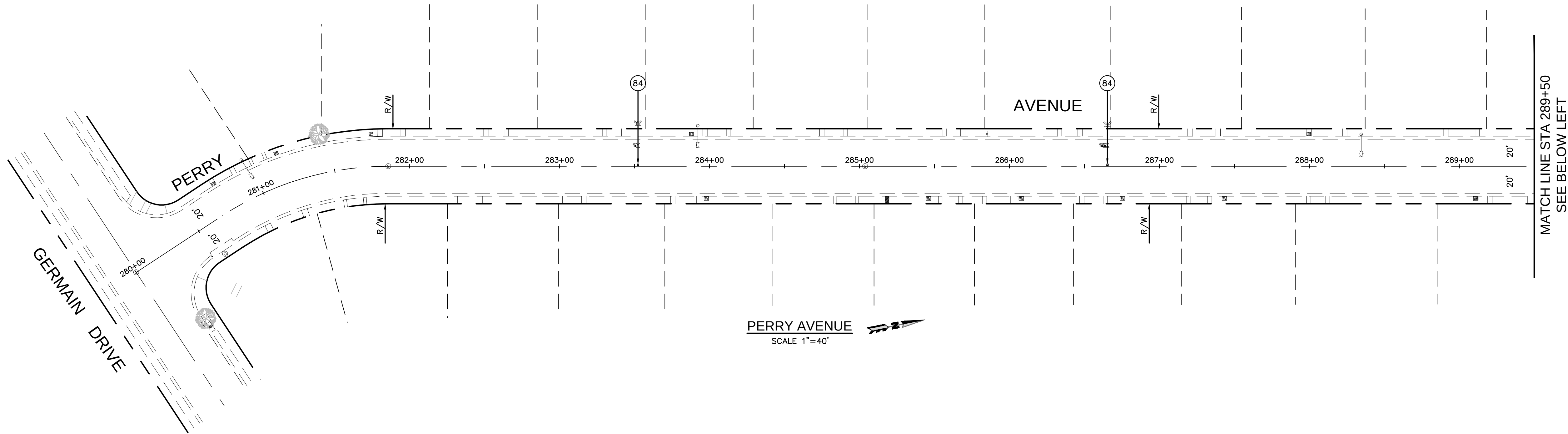
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC STRIPING AND MARKINGS PLAN FOR
VIA VAL VERDE FROM CONCOURSE AVENUE TO BEVERLY BOULEVARD

Drawing Number:

C-24

Sheet 24 of 30



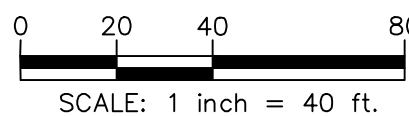
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- LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE. BEFORE GRINDING STREET PAVEMENT SURFACE CONTRACTOR IS TO MEASURE AND VIDEO SURFACE FOR USE IN LATER REPLACEMENT OF LINES IN SAME LOCATIONS ON NEW PAVING.
- PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
- ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
- REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
- FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
- THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
- REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
- ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

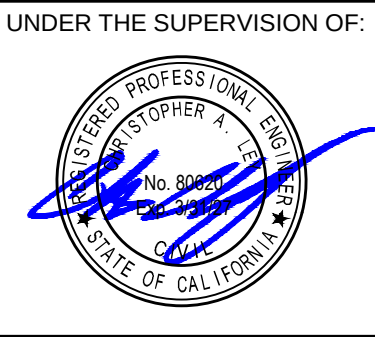
- INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.
- INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
- INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD PLAN A20A, DETAIL 22.
- INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.
- INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.
- INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6" DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
- INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
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- INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD PLAN A20B, DETAIL 25.
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- INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
- INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.
- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:
(TS) SIGNALIZED INTERSECTION



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

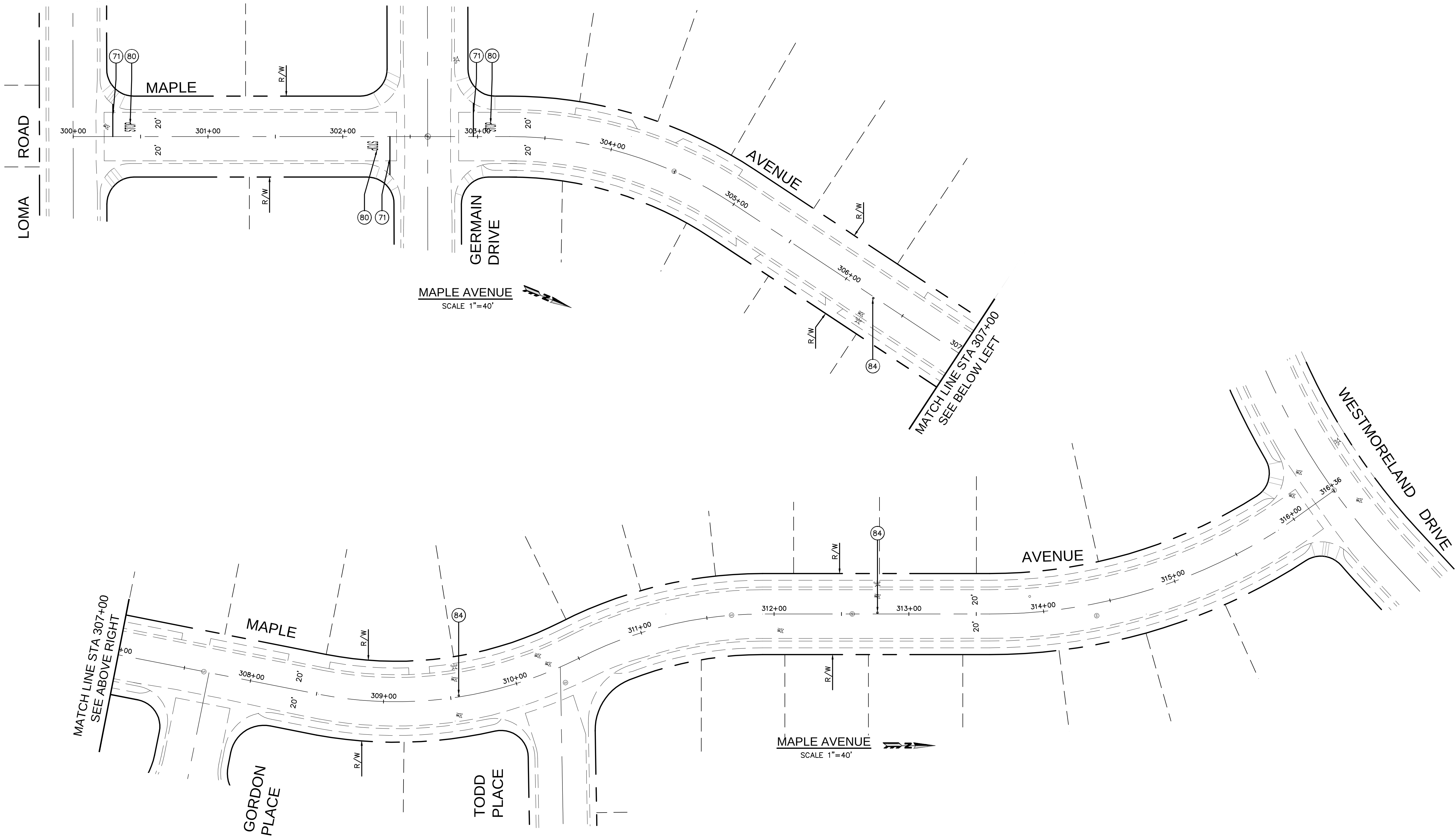


UNDER THE SUPERVISION OF:
Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com
DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25



FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
TRAFFIC STRIPING AND MARKINGS PLAN FOR
PERRY STREET FROM GERMAIN DRIVE TO WESTMORELAND DRIVE

Drawing Number:
C-25
Sheet 25 of 30



GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

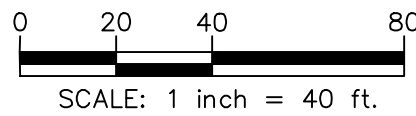
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- LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE. BEFORE GRINDING STREET PAVEMENT SURFACE CONTRACTOR IS TO MEASURE AND VIDEO SURFACE FOR USE IN LATER REPLACEMENT OF LINES IN SAME LOCATIONS ON NEW PAVING.
- PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
- ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
- REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
- FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
- THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
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- ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.
- INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
- INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 9.
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- INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD PLAN A20B, DETAIL 29.
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- INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
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- INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.
- INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6" DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
- INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
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- INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD PLAN A90B, AND PER PLAN.
- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:

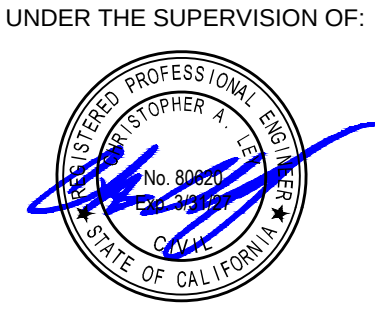
- (TS) SIGNALIZED INTERSECTION



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



UNDER THE SUPERVISION OF:

Bowman

3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY:
CHECKED BY: C. LEY DATE: 08/01/25



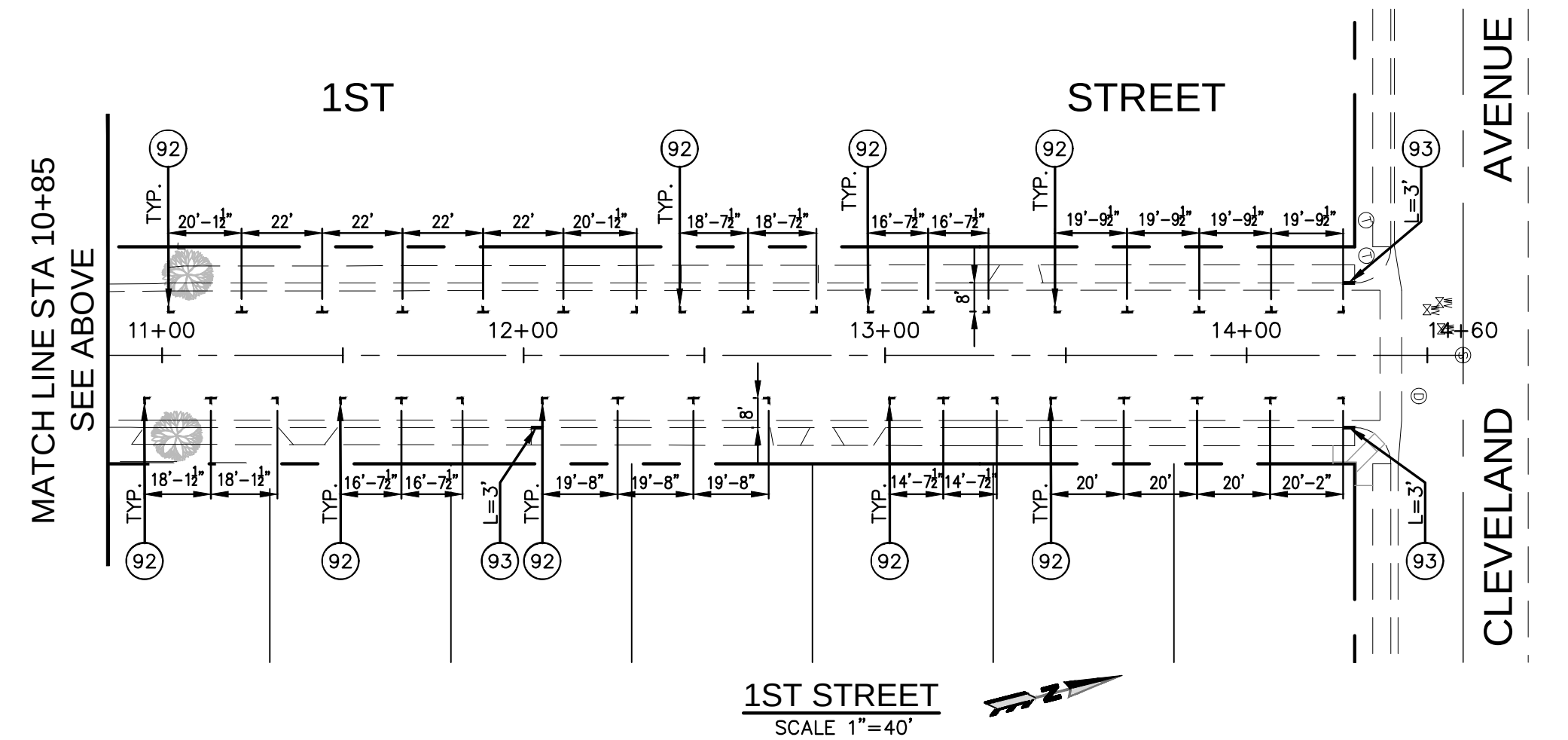
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC STRIPING AND MARKINGS PLAN FOR
MAPLE AVENUE FROM LOMA ROAD TO WESTMORELAND DRIVE

Drawing Number:

C-26

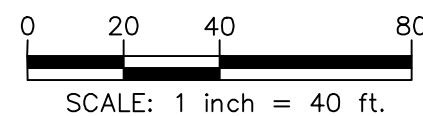
Sheet 26 of 30



1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
2. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
4. 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 MARK SURFACE FOR USE IN LATER REPLACEMENT OF LINES IN SAME LOCATIONS ON NEW PAVING.
5. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
6. ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
7. REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
8. FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
9. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
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11. ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

71	INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.	79	INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD. PLAN A24F.	87	INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 25.
72	INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.	80	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.	88	INSTALL WHITE THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 27B.
73	INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.	81	INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.	89	INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
74	INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD. PLAN A20A DETAIL 9.	82	INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.	90	INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD. PLAN A20A DETAIL 9.
75	INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD. PLAN A20A, DETAIL 22.	83	INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6' DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.	91	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
76	INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD. PLAN A20B, DETAIL 29.	84	INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.	92	INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD. PLAN A90B, AND PER PLAN.
77	INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 25.	85	INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.	93	PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
78	INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD. PLAN A24F.	86	INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.	94	INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.

LEGEND:
(TS) SIGNALIZED INTERSECTION



REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV

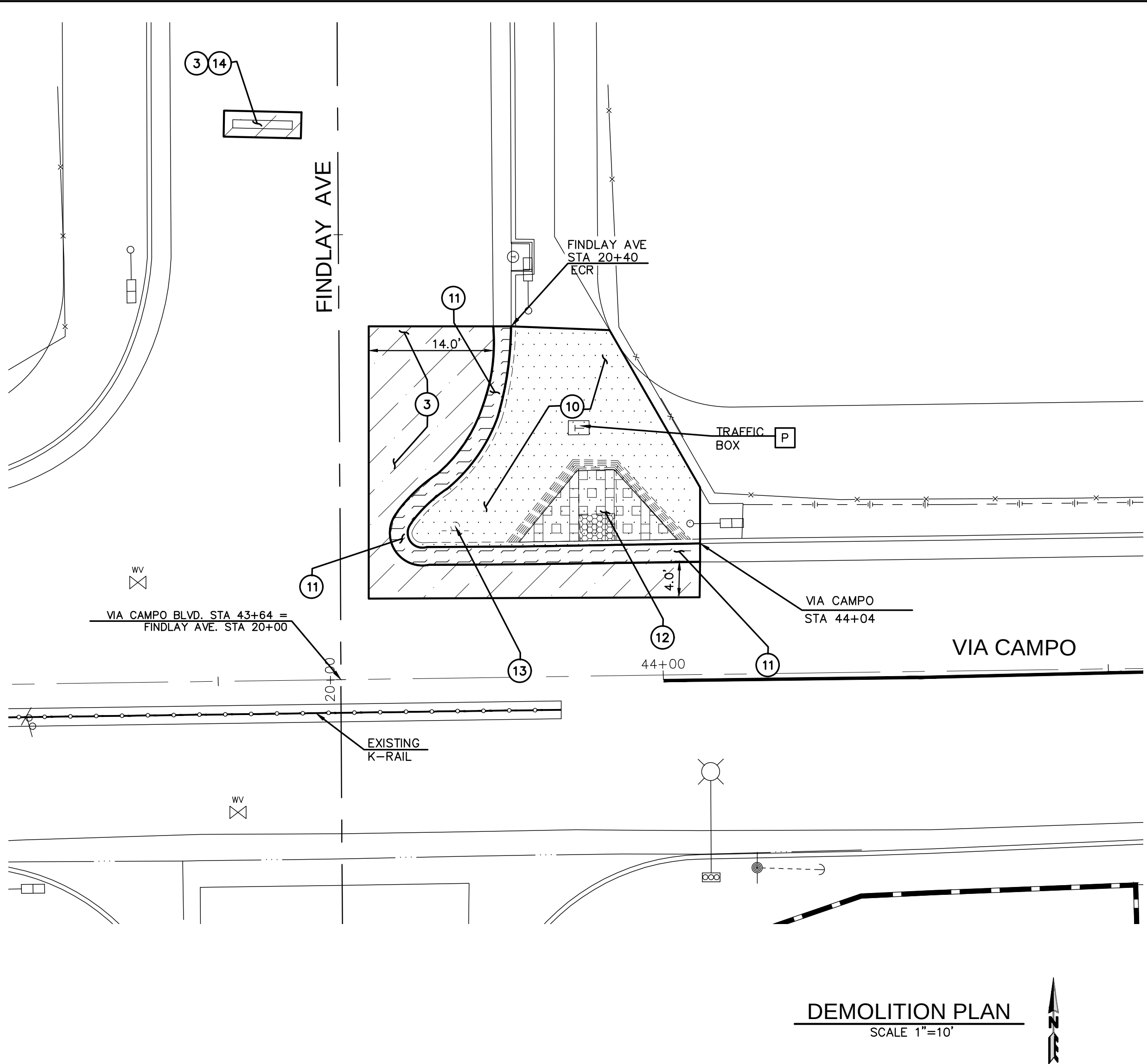
DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

ENGINEERING DIVISION

TRAFFIC STRIPING AND MARKINGS PLAN FOR POPLAR WAY FROM
1ST STREET TO POPLAR AVENUE, AND
1ST STREET FROM POPLAR WAY TO CLEVELAND AVENUE

C-27

Sheet 27 of 30



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITI FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE

CONSTRUCTION NOTES:

[P] PROTECT-IN-PLACE

REMOVALS

- 1 COLD MILL EXISTING AC PAVEMENT, 2" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 2 COLD MILL EXISTING AC PAVEMENT, 3" DEEP, HAUL AWAY AND DISPOSE (WIDTH PER PLAN).
- 3 SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.
- 4 PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
- 5 REMOVE EXISTING SPEED BUMP, HAUL AWAY AND DISPOSE.
- 6 SAWCUT AND REMOVE EXISTING CONCRETE ALLEY INTERSECTION, HAUL AWAY AND DISPOSE.
- 7 SAWCUT AND REMOVE EXISTING CONCRETE CROSS GUTTER, HAUL AWAY AND DISPOSE
- 8 SAWCUT AND REMOVE EXISTING CONCRETE LONGITUDINAL GUTTER, HAUL AWAY AND DISPOSE.
- 9 SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT, HAUL AWAY AND DISPOSE.
- 10 SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.
- 11 SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.

- 12 SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
- 13 REMOVE AND HAUL AWAY EXISTING SIGN, POST AND ITS APPURTENANCES. (PLACE TEMPORARY SIGNS DURING CONSTRUCTION).
- 14 REMOVE ABANDONED METAL TRAFFIC DEVICE SYSTEM, HAUL AWAY, AND DISPOSE OF PROPERLY. SAWCUT 1 FOOT FROM EACH SIDE AND REMOVE PAVEMENT.
- 15 REMOVE IN-PAVEMENT LIGHTING FIXTURES, CONDUIT, WIRING, AND HARDWARE, HAUL AWAY AND DISPOSE.

PCC WORK AND OTHER RELATED WORK

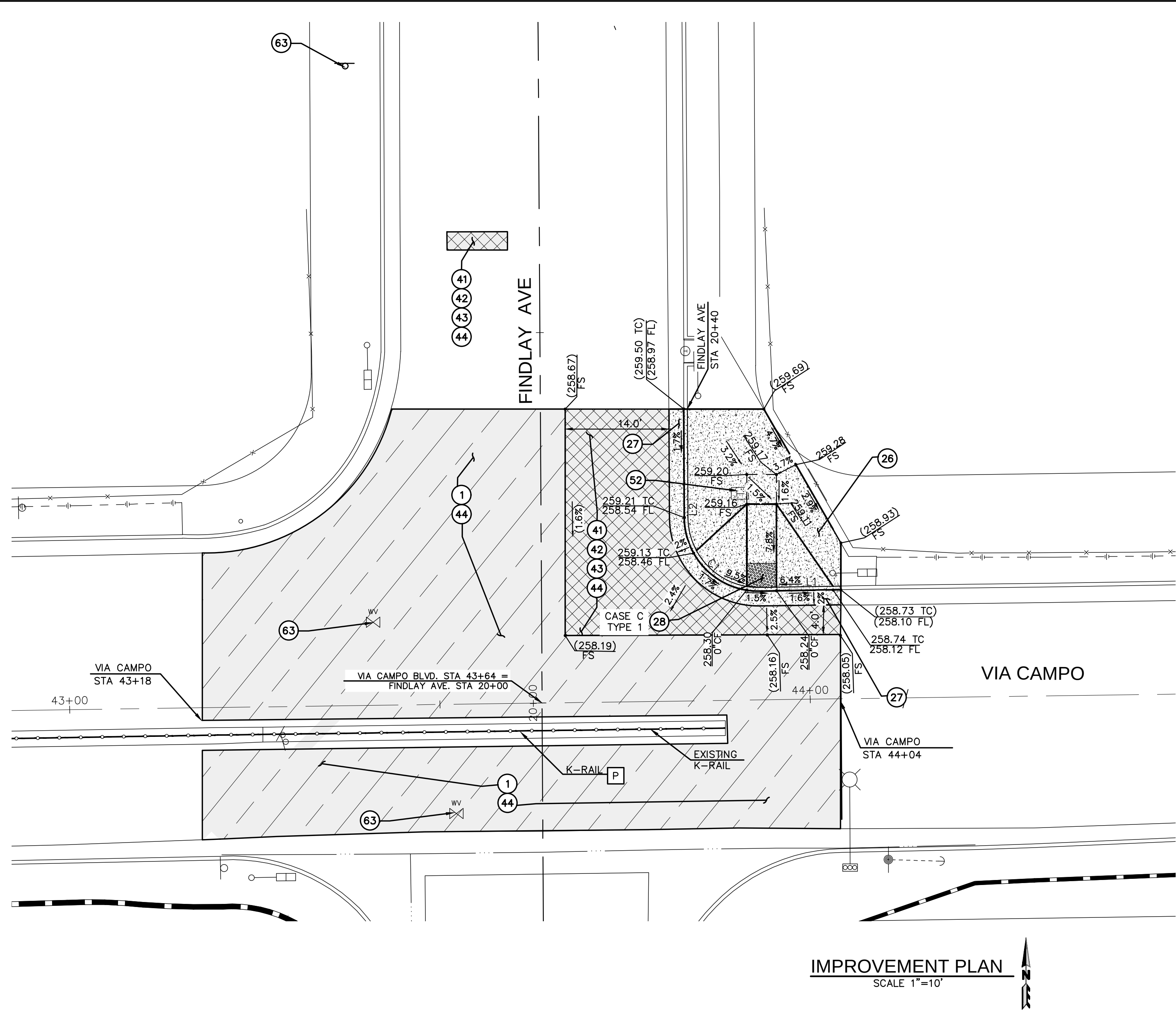
- 21 CONSTRUCT CONCRETE ALLEY INTERSECTION PER SPPWC. STD. PLAN 130-3.
- 22 CONSTRUCT CONCRETE CROSS GUTTER PER SPPWC. STD. PLAN 122-3 OR MATCH EXISTING.
- 23 CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPPWC STD. PLAN 122-3, OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
- 24 CONSTRUCT 2" X 6" WEATHER TREATED REDWOOD HEADER PER DETAIL ON SHEET C-15.
- 25 CONSTRUCT 8" THICK REINFORCED CONCRETE PAVEMENT.
- 26 CONSTRUCT CONCRETE SIDEWALK, 4"-THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
- 27 CONSTRUCT CONCRETE CURB AND GUTTER, W=24" PER SPPWC STD PLAN 120-3 OR MATCH EXISTING.
- 28 CONSTRUCT CONCRETE CURB RAMP PER SPPWC STD. PLAN 111-5.
- 29 FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARD. FOR SIGNAGE SEE STRIPING PLAN.

AC WORK AND OTHER RELATED WORK

- 41 PROVIDE AND PLACE 6"THICK CRUSHED MISCELLANEOUS BASE (CMB).
- 42 CONSTRUCT 2"-THICK AC BASE COURSE B-PG 64-10.
- 43 CONSTRUCT 1"-THICK AC LEVELING COURSE C2-PG 64-10.
- 44 CONSTRUCT 2"-THICK ARHM AC OVERLAY TYPE C2-PG 64-16.
- 45 PROVIDE AND PLACE PAVING FABRIC OVER AC LEVELING COURSE.
- 46 CONSTRUCT NEW ARHM AC SPEED HUMP PER PLAN AND DETAIL ON SHEET C-3.

ADJUSTMENT/RELOCATION

- 51 ADJUST EXISTING UTILITY MANHOLE AND COVER TO FINISHED GRADE.
- 52 ADJUST TRAFFIC SIGNAL PULL BOX AND COVER TO NEW GRADE.



BY OTHERS

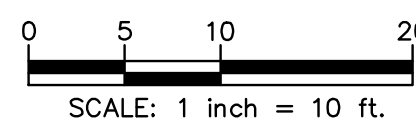
- 61 ADJUST EXISTING GAS VALVE AND COVER TO FINISHED GRADE BY THE GAS COMPANY.
- 62 ADJUST EXISTING MANHOLE FRAME AND COVER TO FINISHED GRADE.
- 63 ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE BY THE WATER COMPANY.

LEGEND:

- ALLEY INTERSECTION
- REMOVE AND RECONSTRUCT AC PAVEMENT
- 2" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT
- 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER 1" AC LEVELING COURSE
- 3" DEEP COLD MILL EXISTING AC PAVEMENT AND OVERLAY 2" ARHM AC PAVEMENT OVER PAVING FABRIC OVER 1" AC LEVELING COURSE
- CRUSHED MISCELLANEOUS BASE (CMB)
- SPEED HUMP
- PORTLAND CEMENT CONCRETE
- REMOVE EXISTING AC PAVEMENT AND CONSTRUCT PORTLAND CEMENT CONCRETE

Line Data Table			
Line #	Length	Direction	
L1	11.00	N88° 57' 23.46"E	
L2	14.64	S0° 20' 15.00"E	

Curve Data Table				
Curve #	Length	Radius	Delta	Tangent
C1	15.80'	10.00'	90°33'25"	10.10'



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: C. LEY DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

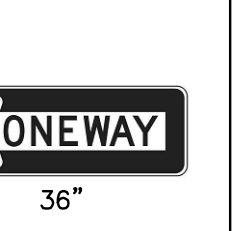
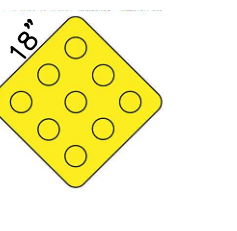
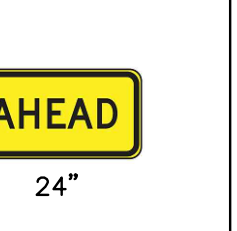
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

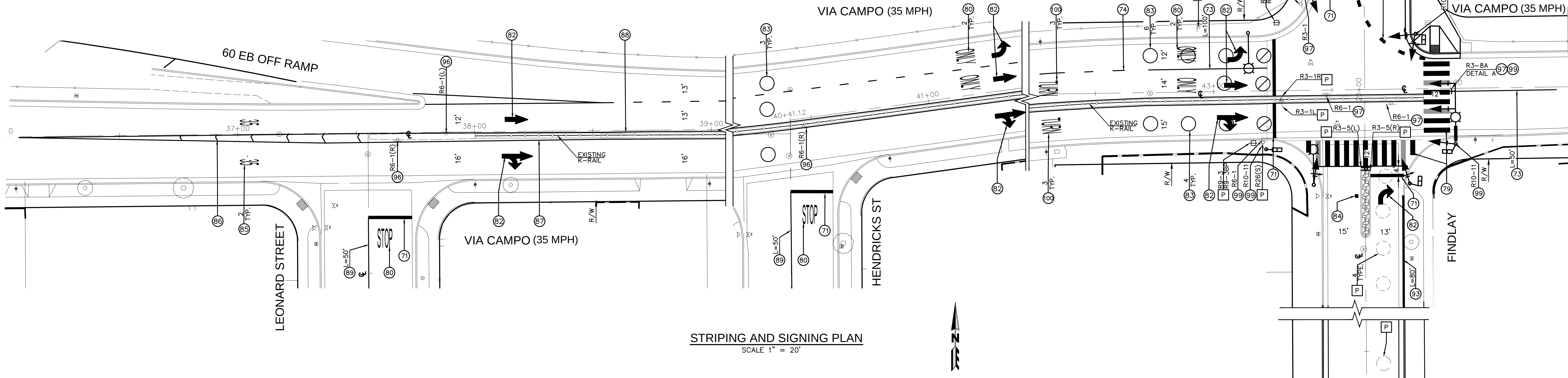
STREET DEMOLITION PLAN, IMPROVEMENT PLAN, AND
LINE AND CURVE DATA TABLE FOR VIA CAMPO AND
FINDLAY AVENUE INTERSECTION

Drawing Number:

C-28

Sheet 28 of 30

SIGN LEGEND					NOT TO SCALE
					
R3-1 (SINGLE FACE)	R3-5 (SINGLE FACE)	R3-7L (SINGLE FACE)	R5-1 (SINGLE FACE)	R6-1 (SINGLE FACE)	R9-3 (SINGLE FACE)
					
R9-3bP (SINGLE FACE)	R10-11 (SINGLE FACE)	R26(S)(CA) (SINGLE FACE)	OM1-1 (SINGLE FACE)	W16-9P (SINGLE FACE)	W34C(CA) (SINGLE FACE)



GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
- ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
- 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.
- PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
- ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
- REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
- FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
- THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
- REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
- ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

- INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD. PLAN A24G.
- INSTALL 8" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38B.
- INSTALL 6" WHITE THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" WHITE THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD. PLAN A20A DETAIL 9.
- INSTALL DOUBLE YELLOW THERMOPLASTIC NO PASSING ZONE-TWO DIRECTION, PER CALTRANS STD. PLAN A20A, DETAIL 22.
- INSTALL DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLANDS LINE PER CALTRANS STD. PLAN A20B, DETAIL 29.
- INSTALL YELLOW THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD. PLAN A24F.
- INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD. PLAN A24F.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL YELLOW THERMOPLASTIC PAVEMENT MARKING WORDS PER CALTRANS STD. PLAN A24D, AND A24E.
- INSTALL THERMOPLASTIC PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B.
- INSTALL TRAFFIC SIGNAL LOOP DETECTOR, TYPE E (6" DIAMETER), PER CALTRANS STD. PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
- INSTALL RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING NUMBERS PER CALTRANS STD. PLAN A24C.
- INSTALL WHITE THERMOPLASTIC CHEVRON PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20C.
- INSTALL WHITE THERMOPLASTIC LEFT EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 25.
- INSTALL WHITE THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 27B.
- INSTALL 6" YELLOW THERMOPLASTIC PER CALTRANS STD. PLAN A20D, DETAIL 38A.
- INSTALL 6" YELLOW THERMOPLASTIC SKIP LANE LINE WITH REFLECTIVE MARKERS PER CALTRANS STD. PLAN A20A DETAIL 9.
- INSTALL WHITE THERMOPLASTIC PAVEMENT MARKING RAILROAD CROSSING SYMBOL PER CALTRANS STD. PLAN A24B.
- INSTALL 6" WIDE WHITE THERMOPLASTIC PARKING SPACE MARKING PER CALTRANS STD. PLAN A90B, AND PER PLAN.
- PAINT RED CURB AS SHOWN ON PLANS (TWO-COAT PAINT).
- INSTALL WHITE THERMOPLASTIC STRIPING PER SPEED HUMP DETAIL SHOWN ON DRAWING NUMBER C-3.
- PAINT LANE LINE EXTENSIONS THROUGH INTERSECTIONS PER CALTRANS STD. PLANS A20D, DETAIL 40.
- FURNISH AND INSTALL YELLOW TYPE H MARKINGS, PER DETAIL ON SHEET C-20.
- FURNISH AND INSTALL NEW SIGN PER PLAN.
- FURNISH AND INSTALL SOLAR POWERED REFLECTIVE STOP SIGN, PER DETAIL ON SHEET C-20.
- REMOVE EXISTING SIGN PER PLAN.
- REMOVE EXISTING STRIPING AND MARKINGS.

LEGEND:

- (TS) SIGNALIZED INTERSECTION



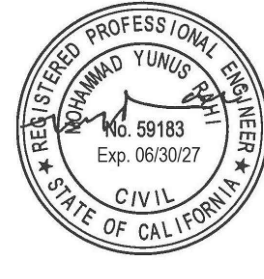
SCALE: 1 inch = 20 ft.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



Bowman
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DESIGNED BY: J. KWOK
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CHECKED BY: Y. RAHI
DATE: 08/01/25

CITY OF MONTEBELLO



ENGINEERING DIVISION

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC STRIPING, MARKINGS, AND SIGNING PLAN FOR
VIA CAMPO FROM STA 36+00 TO STA 44+50

Drawing Number:

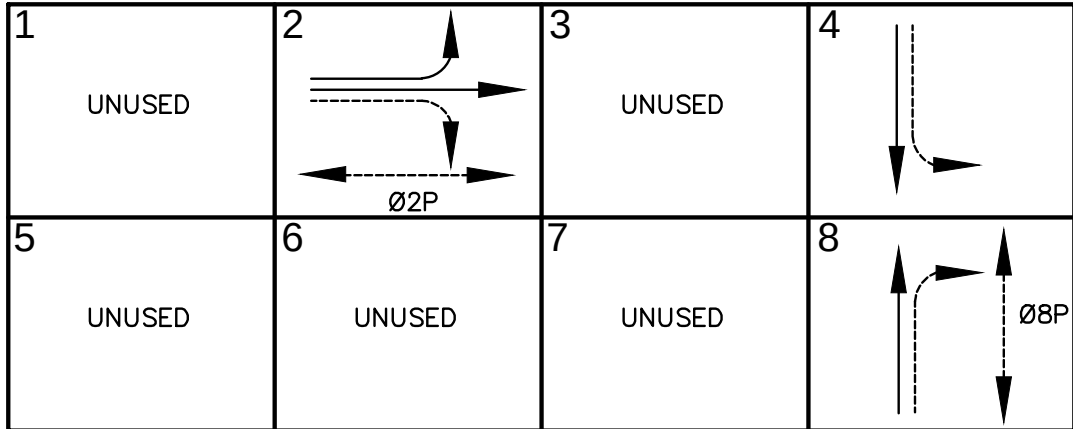
C-29

Sheet 29 of 30

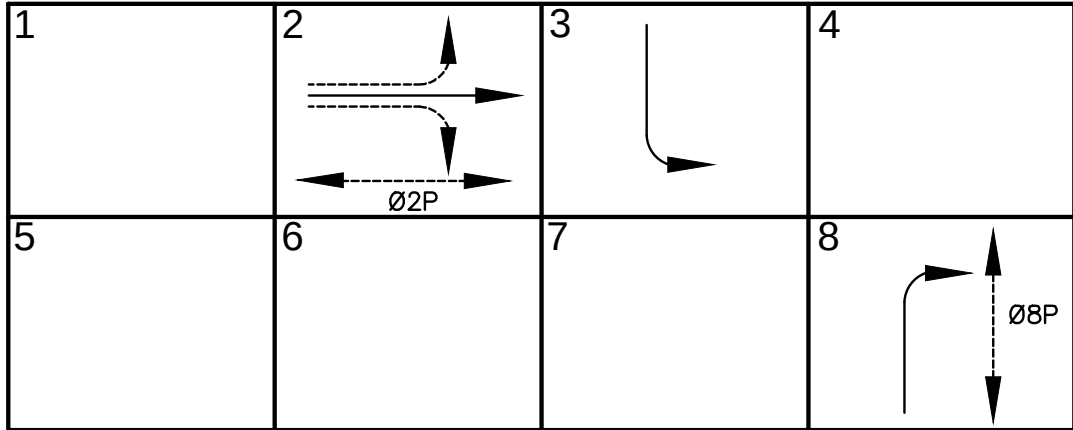
CONDUCTOR SCHEDULE									
AWG SIZE OR CABLE TYPE	POLE AND CIRCUIT	CONDUIT SIZE AND RUN							
		1	2	3	4	5	6	7	
12 WIRE CONDUCTOR CABLE 11-#14 1-#12	1 Ø8	1	1	1	1				
	2 Ø2,Ø8,Ø8P,Ø8PPB	1				1	1	1	
	3 Ø2,Ø2P,Ø8PPB	1					1	1	
	4 Ø3,Ø8P,Ø2PPB	1						1	
5 WIRE CONDUCTOR CABLE 5-#14 PPB 5-#12	5 Ø3,Ø2PPB	1							
	6 Ø2P	1	1						
TOTAL CABLES-12 CONDUCT./5 CONDUCT.		6	4	2	1	1	1	2	3
#10	LIGHTING		2	2				2	2
#6	SERVICE		2						
TYPE "B" DLC	Ø2	6	6	6					
	Ø3	2	2	2	2				
	Ø8	2							2
CONDUIT SIZE		2-4"	3"	3"	3"	3"	3"	3"	
PERCENT FILL		11%	16%	12%	6%	6%	10%	17%	

ALL CONDUCTORS AND CONDUITS ARE NEW UNLESS NOTED OTHERWISE AND REQUIRE DIRECTIONAL BORING

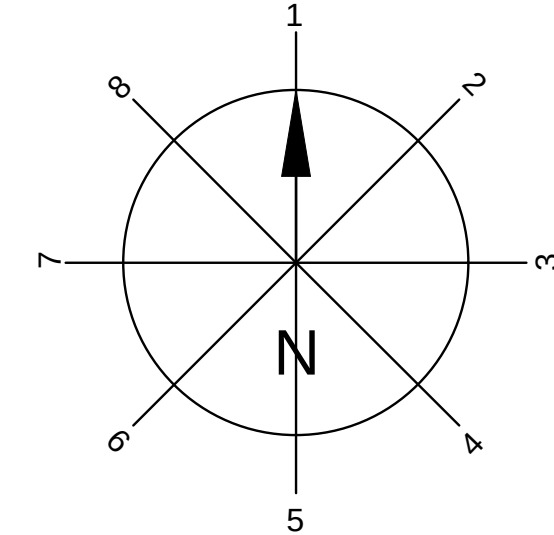
EXISTING SIGNAL PHASE DIAGRAM:



PROPOSED SIGNAL PHASE DIAGRAM:



→ PROTECTED PHASE
→ PERMISSIVE PHASE
→ PEDESTRIAN PHASE

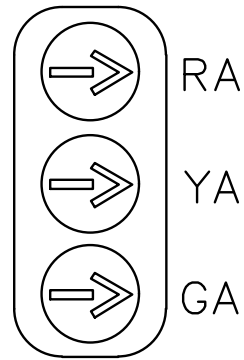


PUSH BUTTON LOCATION

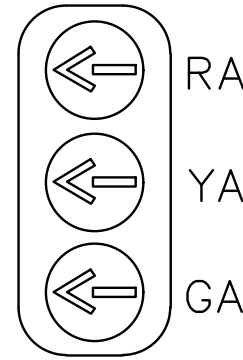


SIGN (SINGLE FACE)
DETAIL "A"

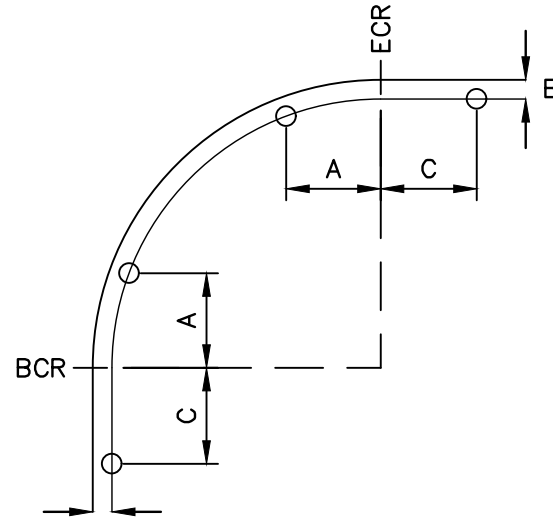
R3-8A SIGN (MODIFIED)
NOT TO SCALE



ALL LENSES SHALL BE 12"
DETAIL "C"
NOT TO SCALE



ALL LENSES SHALL BE 12"
DETAIL "D"
NOT TO SCALE



POLE LOCATION DETAIL

NOT TO SCALE

GENERAL TRAFFIC SIGNAL NOTES:

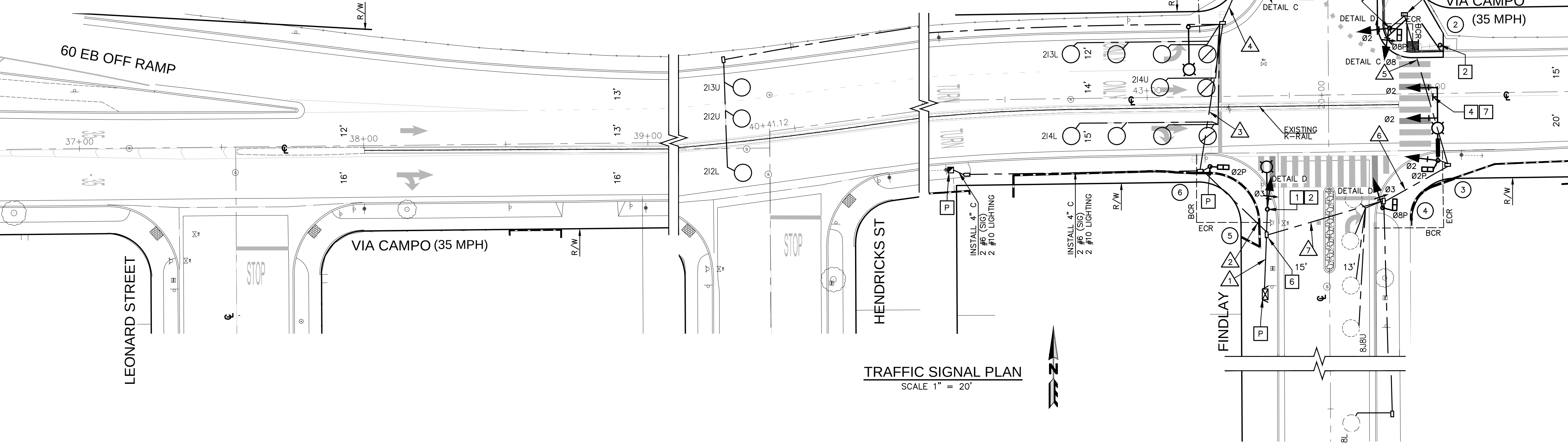
- TRAFFIC SIGNAL LIGHTING, STRIPING AND MARKINGS SHALL CONFORM TO THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS - SECTION 82, 84, 86 & 87, STANDARD PLANS LATEST EDITION, UNLESS OTHERWISE NOTED ON THE PLANS OR SPECIAL PROVISIONS.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
- ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.
- ALL PULL BOXES SHALL BE LABELED WITH THE APPROPRIATE MARKINGS TO INDICATE THE TYPE OF PULL BOX.
- ALL POLES, CONDUITS, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB RAMPS.
- ALL UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC, CONFORMING TO 700-3.5.4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- SIGNAL, LIGHTING, AND ELECTRICAL SYSTEMS SHALL CONFORM TO THE CITY OF MONTEBELLO TECHNICAL SPECIFICATIONS.
- VEHICLE HEADS SHALL BE 12" L.E.D. (LIGHT EMITTING DIODE) PER LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS.
- A YELLOW RETROREFLECTIVE STRIP SHALL BE PLACED ALONG THE PERIMETER OF THE FACE OF A SIGNAL BACKPLATE PER SECTION 4D.12 CAMUTCD LATEST EDITION.
- APS PEDESTRIAN HEADS SHALL BE COUNTDOWN TYPE AND L.E.D. (LIGHT EMITTING DIODE) EQUIPPED.
- ALL APS PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.
- POLE LOCATIONS SHOWN HEREIN ARE APPROXIMATE. CONTRACTOR SHALL OBTAIN THE ENGINEER'S APPROVAL FOR EXACT POLE AND EQUIPMENT LOCATIONS PRIOR TO INSTALLATION. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE ENGINEER. CONTRACTOR SHALL FILL ALL NEW SIGNAL POLE LOCATION.
- ALL SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE, UNLESS OTHERWISE NOTED.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SOUTHERN CALIFORNIA EDISON FOR THE REMOVAL/RELOCATION OF EXISTING SAFETY LIGHTS AND STREET LIGHTS. ALL COSTS ASSOCIATED WITH THE REMOVAL/RELOCATION OF THE EXISTING STREET LIGHTS SHALL BE PAID BY THE CONTRACTOR.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT BY DIALING 811 FORTY-EIGHT (48) HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICES.
- ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
- ALL SIGNS SHALL HAVE ANTI-GRAFFITI COATING, DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD, LATEST EDITION AND SHALL BE STANDARD SIZE, UNLESS OTHERWISE INDICATED.
- THREE-CONDUCTOR CABLE (3CSC), FIVE-CONDUCTOR CABLE (5CSC), AND TWELVE-CONDUCTOR CABLE (12CSC) SHALL BE USED IN LIEU OF INDIVIDUAL CONDUCTORS. SEE SPECIAL PROVISIONS. NO OTHER TRAFFIC SIGNAL (TS) MULTI CONDUCTOR CABLE WILL BE ACCEPTED, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- ALL PULL BOXES SHALL BE #5, UNLESS SHOWN OTHERWISE ON PLAN.
- THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
- THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND CURB RAMP WITH THE CITY ENGINEER.
- ALL NEW CURB RAMP DETECTABLE WARNING SURFACES SHALL BE YELLOW PER CITY OF MONTEBELLO STANDARDS.
- CONTRACTOR SHALL LOCATE ALL SUBSTRUCTURES PRIOR TO CONSTRUCTION. ALL FOUNDATION SHALL BE HAND DUG UNTIL CLEAR OF OBSTRUCTION. POLE INSTALLATION SHALL BE COORDINATED WITH OVERHEAD UTILITY OR SUBSTRUCTURE OWNERS BY CONTACTING UNDERGROUND SERVICE ALERT (USA) BY PHONE 48 HOURS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL TAKE SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITION DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AND THAT REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- CONTRACTOR SHALL REPAIR OR REPLACE ALL LANDSCAPING IRRIGATION, CURBS, SIDEWALKS, SERVICES, ETC. DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE CONTRACT.
- THE CONTRACTOR SHALL REPLACE ALL PULL BOXES AS NEEDED, WHETHER OR NOT THEY ARE SHOWN ON THE PLAN, AS PART OF THE PROJECT AND WITHOUT ADDITIONAL COMPENSATION.

TRAFFIC SIGNAL NOTES:

- FURNISH AND INSTALL NEW TRAFFIC SIGNAL POLE PER THE PROJECT POLE AND EQUIPMENT SCHEDULE.
- REMOVE AND SALVAGE THE EXISTING TRAFFIC SIGNAL POLE AND APPURTENANCES PER PLAN AND DELIVER TO THE CITY'S CORP YARD.
- REMOVE/RELOCATE THE EXISTING TRAFFIC SIGNAL POLE AND APPURTENANCES PER PLAN.
- FURNISH AND INSTALL R3-8A (MODIFIED) SIGN ON TRAFFIC SIGNAL MAST ARM (DETAIL A).
- REMOVE EXISTING PULL BOX, FURNISH AND INSTALL NEW NO. 5 PULL BOX, PER CALTRANS STD PLAN ES-8B.
- REMOVE EXISTING PULL BOX, FURNISH AND INSTALL NEW NO. 6 PULL BOX, PER CALTRANS STD PLAN ES-8B.
- REMOVE AND SALVAGE EXISTING SIGN.
- PROTECT IN PLACE.

POLE AND EQUIPMENT SCHEDULE																	
STANDARD						*SIGNAL MOUNTING			PLACEMENT DIMENSION			**PED/BIKE PUSH BUTTON				***R.S.N.S LEGEND	REMARKS
NO.	*TYPE	HEIGHT	SIGNAL M.A.	LUM M.A.	LUMINAIRE L.E.D. EQUIVALENT	**POLE VEHICLE	MAST ARM VEHICLE	PEDESTRIAN SIGNAL MOUNTING	"A"	"B"	"C"	PHASE	ARROW	POLE QUAD	LOC		
①	1A (R ³)	10'	—	—	—	TV-1-T (N)	—	—	4'	2.5'	—	—	—	—	—	—	1 RELOCATE EXISTING POLE
②	1A (R ³)	10'	—	—	—	TV-2-T (N)	—	SP-1-T (E)	1.5'	2.5'	—	8	→	EAST	3	—	1 RELOCATE EXISTING POLE
③	19-4-100 (E)	30'	25'	12'	250W (E)	SV-1-T (E)	2-MAS (E)	SP-1-T (E)	1.5'	2.5'	—	8	←	WEST	7	FINDLAY AVE (E)	REPLACE EX. R3-8A WITH MODIFIED R3-8A SIGN ON MAST ARM
④	1A (E)	10'	—	—	—	TV-1-T (N)	—	SP-1-T (E)	7'	2'	—	2	→	NORTH	1	—	
⑤	15TS (N)	30'	—	12'	250W (N)	SV-1-T (N)	—	—	4'	2.5'	—	2	←	NORTH	1	—	
⑥	1A (E)	7'	—	—	—	—	—	TP-1 (E)	3.5'	2.5'		—	—	—	—	—	

* ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER THE LATEST CALTRANS STANDARDS PLANS.
** PROTECT IN PLACE ALL ACCESSIBLE PEDESTRIAN SIGNAL (APS), PEDESTRIAN SIGNAL HEAD, AND VEHICLE SIGNAL HEADS AS INDICATED IN THIS SCHEDULE. ANY TRAFFIC SIGNAL POLES REMOVED SHALL HAVE THE EXISTING APS, PEDESTRIAN SIGNAL HEAD, AND VEHICLE SIGNAL HEAD RELOCATED TO THE NEW TRAFFIC SIGNAL POLES.
*** RSNS SHALL BE MANUFACTURED TO COMPLY WITH CITY STANDARDS AND HAVE DIAMOND GRADE SHEETING.



TRAFFIC SIGNAL PLAN
SCALE 1" = 20'

0 10 20 40
SCALE: 1 inch = 20 ft.

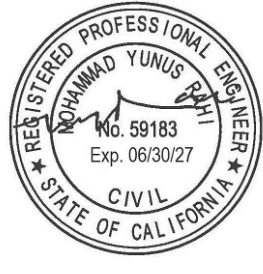


UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J. KWOK
DRAWN BY: J. SANTILLAN
CHECKED BY: Y. RAHI
DATE: 08/01/25

CITY OF MONTEBELLO

ENGINEERING DIVISION



FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

TRAFFIC SIGNAL MODIFICATION PLAN FOR
VIA CAMPO AND FINDLAY AVENUE INTERSECTION

Drawing Number:

C-30

Sheet 30 of 30



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

**SALVADOR MELENDEZ – MAYOR
GEORGINA TAMAYO – MAYOR PRO TEM
RIC ALONZO – COUNCILMEMBER
SCARLET PERALTA – COUNCILMEMBER
DANIELLE ROMERO – COUNCILMEMBER**

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

PREPARED BY:

Bowman

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

Bowman Project No. 440178-01-001-0003

**PROJECT SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202
Bid Opening (Electronic Bid through PlanetBids)
Monday, September 10, 2025 at 11:00 AM**

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

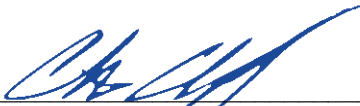
IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period August 14, 2025 – September 10, 2025
- Questions RFIs due by August 25, 2025 at 12:00 PM
- City Responses to RFIs due by August 28, 2025 at 5:00 PM
- Bid Opening September 10, 2025 at 11:00AM
- Award of Contract(Tentative) September 24, 2025 City Council Meeting
- Commence Construction Project October 2025
- Complete Construction January 2026
- Close out Project March 2026
- **Bid proposals will be received via PlanetBids**
(<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>) until
11:00 A.M. on September 10, 2025.
 - PROPOSALS WILL NOT BE RECEIVED IN PERSON

These Specifications have been prepared
under the direction of:





Christopher Ley, P.E.
Civil No. 80620



**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 Public works/Engineering office at (323) 887-1460.

Cesar Roldan
Public Works Director

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX “B”
PROJECT SIGNS	APPENDIX “C”
PROJECT LABOR AGREEMENT NO. 4202	APPENDIX “D”

NOTICE INVITING SEALED BIDS

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites bids for the above stated project and will receive such bids **Bid proposals will be received via PlanetBids (<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>) until 11:00 A.M. on September 10, 2025.**

- **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

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 latest Standard Plans for Public Works Construction (SPPWC), Standard Specifications for Public Works Construction “Greenbook” and 2024 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

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

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

Questions: All questions related to this project shall be submitted electronically and received **no later than 12:00 p.m. on August 25, 2025, prior to the opening of bids.**

PREVAILING WAGE:

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

LABOR COMPLIANCE:

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

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial

Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU) 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 in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

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

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

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

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

The contract period for this project is **Ninety (90) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 938
IN THE CITY OF MONTEBELLO

GENERAL INFORMATION

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

ONLY ELECTRONIC PROPOSALS ARE ACCEPTED.

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

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

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

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

PROPOSAL FORMS

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

- **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

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

Bids shall be submitted directly through PlanetBids
Electronic Bids shall ~~Bids shall be submitted electronically at~~ <https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839> by 11:00 A.M. on September 10, 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.

- **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

WITHDRAWAL OF PROPOSALS

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

IRREGULAR PROPOSALS

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

TAXES

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

DISQUALIFICATION OF BIDDERS

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

from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

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

EQUIVALENT MATERIALS

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

LEGAL RESPONSIBILITIES

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

AWARD OF CONTRACT

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

SURETY BOND PERIOD

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

PROPOSAL
FOR
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 938
IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

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

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

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

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

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

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

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

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

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

BID PROPOSAL

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

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

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

BASE BID ITEMS:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$	\$
2	Traffic Control	LS	1	\$	\$
3	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" depth)	SF	527,323	\$	\$
4	Cold Mill Existing Asphalt Concrete (AC) Pavement (3" depth)	SF	381,005	\$	\$
5	Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to Provide Clear Depth	CY	579	\$	\$
6	Prune Tree Roots and Install Root Barriers	EA	6	\$	\$
7	Sawcut and Remove Existing Concrete Sidewalk	SF	546	\$	\$
8	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	\$	\$
9	Sawcut and Remove Existing Concrete Curb or Curb and Gutter	LF	62	\$	\$
10	Remove and Haul away Existing Sign, Post and its Appurtenances	EA	1	\$	\$
11	Remove and Reconstruct Existing AC Speed Hump	EA	6	\$	\$
12	Remove and Haul away Existing Metal Traffic Device System	EA	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
13	Sawcut and Remove Existing Concrete Alley Intersection	SF	281	\$	\$
14	Sawcut and Remove Existing Concrete Cross Gutter	SF	1,346	\$	\$
15	Sawcut and Remove Existing Concrete Longitudinal Gutter	SF	809	\$	\$
16	Sawcut and Remove Existing PCC Pavement	SF	17,573	\$	\$
17	Construct Concrete Sidewalk (4"-Thick)	SF	412	\$	\$
18	Construct Concrete Curb Ramp	EA	1	\$	\$
19	Construct Concrete Curb or Curb & Gutter	LF	44	\$	\$
20	Construct Concrete Alley Intersection	SF	564	\$	\$
21	Construct Concrete Cross Gutter	SF	2,291	\$	\$
22	Construct Concrete Longitudinal Gutter	SF	809	\$	\$
23	Provide and Place 6"-Thick Crushed Miscellaneous Base (CMB)	CY	703	\$	\$
24	Construct 2"-Thick AC Base Course	TON	221	\$	\$
25	Construct 1"-Thick AC Leveling Course	TON	2,395	\$	\$
26	Construct 2"-Thick ARHM Overlay	TON	11,393	\$	\$
27	Provide and Place Paving Fabric over AC Leveling Course	SY	30,806	\$	\$
28	Construct Concrete Pavement 8"-Thick	SF	17,191	\$	\$
29	Adjust Existing Storm Drain/ Sewer/ Utility Manhole Frames and Covers to Finished Grade	EA	129	\$	\$
30	Adjust Existing Traffic Signal Pull Box and Cover to Finished Grade, Replace Broken Cover/Box	EA	1	\$	\$
31	Construct 2" x 6" Redwood Header	LF	43	\$	\$
32	Furnish and Install Traffic Signal Loop Detectors and Connect to DLC	EA	54	\$	\$
33	Traffic Signing, Striping, Markings, House Address and Curb Painting	LS	1	\$	\$
34	Furnish and Install Solar Powered Reflective (Flashing LED) Stop Sign	EA	2	\$	\$
35	Traffic Signal Modification at the Intersection of Via Campo and Findlay Avenue	LS	1	\$	\$
36	Furnish and Install Public Improvement Project Signs	EA	2	\$	\$

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
37	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	LS	1	\$	\$
38	Provide Material Testing Services as Directed by the Engineer - Allowance	LS	1	\$	\$
TOTAL AMOUNT BID IN FIGURES					\$

TOTAL AMOUNT BID IN WORDS _____

_____ Dollars

Bidder's Signature

Title

Company Name

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

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

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

BIDDER 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 Public Works Director.

REFERENCES

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

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

BIDDER _____

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

Signature of Contractor's Representative

Printed Name

Title

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

NOTARY PUBLIC _____

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

PROPOSAL GUARANTEE
BID BOND

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

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
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 938
IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes _____

No _____

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

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____

Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

CONTRACT AGREEMENT

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

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

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

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

ARTICLE IX

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

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

ARTICLE X

The contract period for this project is **ninety (90) working days**, for construction to begin from the effective date of the Notice-to-Proceed issued by the City.

ARTICLE XI (PREVAILING WAGES)

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

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

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

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

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

For Daytime Work

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

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

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

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

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

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

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

CONTRACTOR: _____

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

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

NOTARY PUBLIC _____

AGENCY: _____

Raul Alvarez, City Manager of the City of

Montebello

ATTESTED: _____

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

Date _____

FAITHFUL PERFORMANCE BOND

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

MATERIAL AND LABOR BOND
FOR
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 938
IN THE CITY OF MONTEBELLO

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

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

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

SPECIAL PROVISIONS
FOR
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT
C.P. No. 938
IN THE CITY OF MONTEBELLO
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SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

Except as otherwise provided in the Plans, Special Provisions, Special Specifications, or as modified herein, the work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, “Green Book”, 2018 Edition, which are hereinafter referred to as the Standard Specifications.

The intention of the contract documents is to include all plant labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for the proper execution and completion of the work on the project in strict accordance with the plans and specifications.

The Standard Specifications and Standard Plans of the AGENCY are contained in the 2018 Edition, and applicable amendments to, of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans) which Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

In addition to the terms and definitions of subsection 1-2, whenever in the contract documents the following terms are used, they shall be understood to mean and refer to the following:

ALLOWABLE COSTS means those costs not covered by agreed unit prices, which are to be used in calculating adjustments to the Contract Sum.

ALLOWABLE MARKUPS means the percentage of markups for Work not covered by agree unit prices, which are to be used in calculating adjustments to the Contract Sum.

APPLICABLE LAWS means all applicable federal, state and municipal laws (legal and equitable), statutes, building codes, ordinances, regulations and lawful orders (including, without limitation, the City acting in its regulatory capacity) having jurisdiction over the Project, Work, Site, City, or Contractor (including, without limitation, Environmental Laws) and all ordinances, rules and regulations enacted by City. In the event of a conflict between or among Applicable Laws governing Contractor's performance of the Work, the more stringent shall apply.

APPLICATION FOR PAYMENT means Contractor's certified application for payment for Work in accordance with the Contract Documents.

ARCHITECT means the individual or firm under contract with City primarily responsible to provide design, engineering and related construction administration for the Project.

AGENCY: City of Montebello

BOARD: City Council of the City of Montebello

COUNTY: County of Los Angeles

FEDERAL: United States of America

BIDDING DOCUMENTS means the following collection of documents prepared and issued for the purpose of soliciting Bids for the Work: (1) Invitation to Submit Bids, (2) Instructions to Bidders, (3) Bid Forms, (4) Construction Contract, (5) Special Provisions, (6) Drawings and Schedules, (7) Details, (8) Addenda(s), and (9) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (8) hereinabove, are expressly cross-referenced therein or attached thereto.

CERTIFICATE FOR PAYMENT means the statement from the Engineer certifying both the undisputed amount of money due to Contractor and the amount of money, if any, that are disputed upon an Application for Payment.

CHANGE means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any

cause or circumstances, including, without limitation, either directly at the request of City or constructively by reason of other circumstances. Use of the term “Change,” in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to an adjustment increasing the Contract Sum or extending the Contract Time on any basis other than for Compensable Change or Compensable Delay.

CHANGE ORDER means a written instrument, signed by City and Contractor in accordance with the requirements of the General Conditions, designating any work that is a change of scope requiring additional expenditure of materials and labor and/or requiring additional time to complete. Its purpose is to establish the terms of City and Contractor’s mutual agreement to an adjustment of the Contract Sum or Contract Time on account of Compensable Change, Deleted Work, Compensable Delay or Excusable Delay.

CHANGE ORDER REQUEST means Contractor’s written request for an adjustment in the Contract Sum and/or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

CITY means the City of Montebello, a municipal corporation organized under the laws of the State of California, acting through the City Council or other representatives duly authorized by the City Council to act on City’s behalf.

CITY CONSULTANT means the designated Consultant, other than the Architect, engaged by City (or engaged as a subconsultant to the Architect or Consultant) to provide professional advice with respect to the design, construction or management of the Project.

CITY COUNCIL means the City Council of the City of Montebello.

CLAIM means a written demand or assertion by City or Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A CLAIM does not include the following: (1) a tort claims for personal injury or death, (2) stop notice claims, (3) the right of City to specific performance or injunctive relief to compel performance, or (4) any rights remedies, administrative action, and/or penalties that the City has under applicable law.

CLOSE-OUT DOCUMENTS means the warranties, guarantees, maintenance and operations manuals that, along with electronic versions, are required to be delivered by Contractor to the City upon Final Completion of the Project Work.

COMPENSABLE CHANGE means Extra Work: (1) that is the result of (a) Differing Site Conditions, or (b) revisions in Applicable Laws enacted after the execution of the Construction Contract by City and Contractor, (c) a Change requested in a writing signed by the Engineer, or (d) other circumstances involving a Change in the Work or which Contractor is given under the Contract Documents a specific and express right to adjustment of the Contract sum; and (2) that is not caused, in whole or part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with Contractor’s obligations under the Contract Documents; and (3) for which an adjustment to the Contract Sum is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such Extra Work.

COMPENSABLE DELAY means a Delay to the critical path of activities affecting Contractor's ability to achieve Final Completion of the Project Work within the Contract Time, not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor or any Tier or a failure to comply with Contractor's obligations under the Contract Documents, and that is caused solely by any of the following: (1) a Compensable Change, (2) the active negligence of City, Engineer, Architect, City Consultant or a Separate Contractor, or (3) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to both an adjustment of the Contract Sum and/or Contract Time.

COMPLETION PUNCH LIST means the list of items of Work to be completed or corrected by Contractor for Final Completion of the Project Work.

CONSEQUENTIAL DAMAGES means damages incurred by either City or Contractor for loss of use, loss of profit or income, loss of revenue, lost opportunity, additional or unabsorbed overhead, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all similar indirect, economic damages that are caused as a result of either Delay or that result from a termination or suspension (for default or convenience) of all or any portion of the Construction Contract or the Work. Consequential Damages do not include direct or indirect damage or injury to persons or tangible property, including without limitation, the repair or replacement of tangible property damaged or lost.

CONSTRUCTION CONTRACT means the written contract contained in the Bidding Documents and executed between City and Contractor for the Work.

CONTRACT DOCUMENTS means the following collection of documents governing Contractor's performance of the Work: (1) the Bidding Documents, (2) the Construction Contract between City and Contractor, other terms, conditions and requirements applicable to the performance of the Construction Contract and Work (including General Provisions, any supplemental and Special Provisions and the General Requirements), Drawings, Specifications, Addenda issued prior to execution of the Construction Contract and other documents listed in the Construction Contract and Modifications issued after execution of the Construction Contract, (3) a Change Order signed by both City and Contractor and/or such others, if any, as required by the General Conditions, (4) a Unilateral Change Order signed by City and/or others, if any, as required by the General Conditions, (5) a Field Order signed by City and/or others, if any, as required by the General Conditions, (6) a written order for a Minor Change in the Work issued by the Engineer, and (7) the Declaration of Sufficiency of Funds completed and signed by Contractor.

CONTRACT SUM means the total amount of compensation stated in the Construction Contract, including adjustments authorized by Change Orders or Unilateral Change Orders, that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

CONTRACT TIME means the total number of working days set forth in the Construction Contract within which Contractor is obligated to submit Materials Confirmations and achieve Completion and Final Completion of the Project Work and/or Project Work, as adjusted for extensions of time permitted under the terms of the Contract Documents and approved by City.

CONTRACTOR means the person or entity under contract with City pursuant to the Construction Contract to serve as the general contractor for construction of the Work.

DAY, whether capitalized or not, and unless otherwise specifically provided, means Monday, Tuesday, Wednesday, Thursday, Friday, and does not include weekends or City recognized legal holidays.

DEFECTIVE WORK means Work by Contractor or a Subcontractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

DELAY, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the performance of the Work.

DELETED WORK means work that is eliminated due to a Change requested by City.

DESIGN DOCUMENTS means all plans, drawings, tracings, specifications, programs, reports, calculations, models, presentation materials and other materials or documents containing designs, specifications or engineering information prepared by the Architect, City Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes, without limitation, all building and other designs depicted therein, as well as the written documents themselves.

DIFFERING SITE CONDITION means an unforeseen condition at a Site or in Existing improvements at a Site. Specifically they are those conditions, located at a Site or in Existing Improvements, not otherwise ascertainable by Contractor through the exercise of thorough care and diligence in its inspection of the Sites and Bidding Documents, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; or (2) subsurface or concealed conditions at the Sites or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Contractor prior to submission of the Bid; or (3) unknown physical conditions at the Sites or concealed conditions in Existing improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

DISCOVERY DATE, used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates the Contractor either: (1) discovered such facts, conditions or circumstances, or (2) should have discovered such facts, conditions or circumstances in the exercise of reasonable care practiced by the general contractors performing public works construction projects in the Southern California area.

DRAWINGS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

ENGINEER means the City Engineer or the Public Works Director for City of Montebello acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.

EXCUSABLE DELAY means a Delay, other than a Compensable Delay, to Contractor's ability to perform within the Contract Time that is (1) not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with the obligations of Contractor under the Contract Documents; and (2) is unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractor, of any Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or any Subcontractor, nor any failure by a Subcontractor to perform any obligation imposed by contract or Applicable Laws, shall constitute grounds for Excusable Delay.

EXTRA WORK means Work (other than Work that is either a logical evolution of the Consultant's detailing, refinement and clarification of the Drawings and Specifications that are part of the Contract Documents or that is reasonably inferable as necessary to satisfy the design intent for a completed and fully operational system, facility or structure) that is not indicated by the Contract Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. Reference to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to an adjustment to the Contract Sum or Contract Time unless such Extra Work constitutes a Compensable Change.

FIELD ORDER means a written directive signed by the City and Contractor that: (1) directs the performance of a Minor Change, (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding adjustment of the Contract Sum or Contract Time, or (3) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change or Deleted Work under circumstances where performance needs to proceed in advance of the Contractor having completed its substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

FINAL COMPLETION, FINALLY COMPLETE means (1) with respect to Project Work, the point at which the following conditions have occurred with respect to such Work: (a) the entirety of such Work is fully completed, including all minor corrective, or "punch list," items, (b) a permanent and unconditional waiver for the entirety of such Work has been delivered to City, (c) all documents required to be submitted, including without limitation, warranties, guaranties and other Close-Out Documents, (d) such Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufactures recommendations and buff dried by machine to bring the surfaces to sheen, and (d) all conditions set forth in the Contract Documents for completion of such Work have been, and continue to be, fully satisfied; and (2) with respect to the Project Work, the point at which: (a) all of the conditions set forth in Clause (1) of the Paragraph have occurred for each and every Home comprising the Project; and (b) all

contractors and subcontractors have been paid and there are no outstanding stop orders claims or claims of any kind that may delay the payment by the City of its ten-percent self-retention monies.

FORCE MAJEURE EVENT means, and is restricted to, any of the following: (1) Acts of God, (2) terrorism or other acts of public enemy, (3) acts or omissions of Governmental Authorities beyond the reasonable foreseeability and control of Contractor, (4) epidemics or quarantine restrictions, (5) strikes, other than those resulting from a violation by Contractor or a Subcontractor of Applicable Laws or applicable collective bargaining agreements, resulting in the unavailability of workers or replacement workers, (6) acts or omissions of the Homeowner that Delay access to a Home or performance of the Work, or (7) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources located within a reasonable distance of the Site where those materials are to be used in performing the Work, (b) such shortage is due to the fact that such materials are not physically available or could not have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated at the time the Construction Contract was entered into.

GENERAL CONDITIONS means the herein set forth general terms and conditions.

HAZARDOUS SUBSTANCE means: (1) any chemical, material or other substance defined as or included within the definition of “hazardous substances,” “hazardous wastes”, “extremely hazardous substances,” “toxic substances”, “toxic material”, “restricted hazardous waste”, “special waste”, “contamination”, or words of similar import under any Environmental Law, including without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCB:”) and PCB-containing materials, whether or not occurring naturally; (2) lead paint, or (3) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

INSPECTOR OF RECORD means the Inspector responsible, among others, for conducting inspections of Project Work.

LABORATORY means the designated laboratory authorized by the Engineer to test materials and work involved in the contract.

LOSS, LOSSES mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties. “Losses” do not include attorney’s fees or court costs, whether arising as an expense or cost or legal proceeding to which Contractor is a party or as a consequential damage claimed against Contractor by any third person.

MINOR CHANGE means a Change in the Work that does not involve either performance of Extra Work or an adjustment to the Contract Sum or Contract.

MODIFICATION means a written agreement of City and Contractor that amends, adds to or revises the provisions of the Construction Contract or other Contract Documents.

NOTICE OF COMPLETION means the written notice by Engineer confirming the date that the Project Work is Finally Completed.

NOTICE TO PROCEED means the written notice issued by City to Contractor to begin the Project Work.

PLANS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term “Plans” is used interchangeably with “Drawings.”

PROGRESS PAYMENTS means a monthly payment of a portion of the Contract Sum based on Contractor’s progress in the performance of the Work.

PROJECT COMPLETION DATE means the point at which the Project Work is: (1) sufficiently and entirely complete in accordance with Contract Documents so that such Work can be utilized for its intended purpose, (2) receipt by City of all permits and certificates by Governmental Authorities, if any, required to occupy and use such Work, and (3) all systems included in the Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and has been completed.

PROJECT OR PROJECT WORK means the totality of the Work to be performed by Contractor under the terms of the Contract Documents covered by the Project Contract.

REQUEST FOR EXTENSION means a formal written request required to be submitted by Contractor setting forth the justification and support for Contractor’s request for adjustment in the Contract Time due to an Excusable Delay or Compensable Delay.

REQUEST FOR INFORMATION means a written request by Contractor for clarification of what it perceives to be discrepancies in the Contract Documents, including, without limitation, information in the Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or variances between the information in the Contract Documents and field conditions.

SPECIFICATIONS mean the portion of the Bidding Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

SPECIAL DAYS means the local holiday shopping season from the second Friday of December through Christmas Day.

SUBCONTRACTOR means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers and vendors, of any and every Tier.

SURETY means Contractor’s surety issuing the Bid, Performance and/or Labor and Material Bonds.

TIER means the contractual level of a Subcontractor with respect to Contractor. For example, a “first-tier” Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the “second tier,” and so on. Use of the phrase “of every tier”, or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors.

UNEXCUSED DELAY means any Delay that is not a Compensable Delay or Excusable Delay, including, without limitation, the following: (1) Delay caused by Contractor’s failure to comply with the Contractor’s Documents, (2) Delay for which Contractor has failed to provide timely and complete Request for Extension, or (3) Delay associated with any circumstances where costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor’s risk or Contractor’s Own Expense.

UNILATERAL CHANGE ORDER means a writing signed by City in accordance with the General Conditions, in which City unilaterally sets forth its determination of the amount of adjustments to the Contract Sum or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

WORK means the labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by City.

WORKING DAY means Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. It does not include Saturdays, Sundays, or Holidays recognized by the City of Montebello.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

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

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

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

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

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

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

1-7.2 CONTRACT BONDS.

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

The second and third sentences of the third paragraph of Subsection 1-7.2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

1-8 SUBCONTRACTS

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

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in

an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

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

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

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

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

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

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

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

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

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

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

3-7 CONTRACT DOCUMENTS.

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

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

3-7.1 General.

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

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

3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS.

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

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

- | | |
|-----------|--|
| FIRST: | Requirements of law, including the Charter and Ordinances of the City. |
| SECOND: | Permits from other Agencies as may be required by law or Ordinance. |
| THIRD: | Permits from City Departments as may be required by law or Ordinance. |
| FOURTH: | Change Orders and/or Supplemental Agreements; whichever occurs last. |
| FIFTH: | Contract/Agreement. |
| SIXTH: | Addenda. |
| SEVENTH: | Bid/Proposal. |
| EIGHTH: | Special Provisions. |
| NINETH: | Plans. |
| TENTH: | Standard Plans. |
| ELEVENTH: | Standard Specifications. |
| TWELFTH: | Reference Specifications. |

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

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

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

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

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

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

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. The allowable error shall not exceed 0.02 feet vertically or horizontally. Any staking found to exceed allowable error shall be reset at the sole expense of the Contractor and no additional compensation will be made therefore. In cases where the Contractor is unable to place a monument, such as conflicts with underground utilities, the Contractor shall notify the Engineer for review, confirmation, and approval of the omission. All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

3-10.2 Line and Grade.

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

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

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

For street improvements, the Surveyor will establish rough grade elevations at 50-foot intervals along the street. After completion of the rough grading, he/she will establish elevations for curb

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

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

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

For storm drains, the Surveyor will establish elevations at 25-foot intervals along the main line, at all grade change points indicated on the plans, at inlets and outlets of structures and at the upper ends of house connections and laterals. Normally, elevations for narrow trenches will be established by means of offset stakes and a grade sheet giving cuts from such stakes will be issued. When determined necessary, blue top hubs will be set in the trench for line and grade. Narrow trenches where there are space constraints due to utility conflicts must be approved by the Engineer and must compile with Slurry mix backfill according to Section 306-12.2 of the Greenbook. Use of slurry mix backfill shall include furnishing material, labor, tools, equipment and incidentals, and for doing all work involved in installing slurry mix backfill, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and included in the cost for storm drain pipeline. No additional compensation shall be allowed.

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

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

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

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

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year

period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

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

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

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

5-3.6 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing

rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

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

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

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

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

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

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

5-4.3 Worker's Compensation Insurance.

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

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

5-4.4 Auto Liability Insurance.

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

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

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

5-4.5 Additional Insureds.

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

5-4.6 Notice of Cancellation.

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

5-4.7 Severability Clause.

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

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

5-4.8 Qualifications of Insurer.

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

5-4.9 Approval of Insurer.

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

5-4.10 Payment of Premiums.

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

5-4.11 Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the

CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

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

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

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

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

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

5-7.9 Traffic and Access.

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

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic

control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

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

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

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

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

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

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

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

5-7.9.1 Street Closures, Detours, Barricades.

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

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

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

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

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

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

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

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

5-7.9.2 Protection of the Public.

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

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

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

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

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

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

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

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

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **ninety (90) working days**.

6-3.2 Contract Time Accounting.

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

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, for daytime work and to the hours between 8:00 p.m. starting Monday and 5:00 a.m. ending Saturday, excluding holidays, for nighttime work. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;
2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;
3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;
4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;
5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;
6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;

7. Damage to other work or property;
8. Failure to fulfill all the requirements of the Contract Documents;
9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;
10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;
11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.
12. Failure of Contractor of the subcontractors to comply with applicable laws;
13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;
14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;
15. Liquidated damages payable to City;
16. Materials ordered or paid by City on behalf of Contractor;
17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;
18. Cleanup performed by City and chargeable to Contractor;
19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;
20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et/ seq.;
21. A breach by Contractor of any obligation or provision of the Contract Documents.
22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City's actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.

Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-contractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge

or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.

Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start-up of the Project Work as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work for is Complete.

Unless the Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Compliance, the Engineer, accompanied by the Inspector of Record and any others deemed appropriate by the Engineer, will inspect the Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.

The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project

Work. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

Final Completion

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is read for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

Concluding Payment

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City's or Homeowner's property or funds might be liable have been paid or otherwise satisfied;
2. Submission of consent of Surety, if any, to Completion Payment;
3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section 3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;
5. Submission of all Close-Out Documents for the Project Work;

6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.
7. Proper payment of prevailing wages as defined in California Labor Code Section 1720, et seq for the Project Work.
8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees' benefits relating to the Project Work due and owing having been paid in full; and
9. Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Final Payment Terminates Liability

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these General Conditions.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A," in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain its total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the

City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

Replace this subsection with the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, the quantity changes of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price.

7-3.5.2 Increases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

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

7-3.5.3 Decreases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

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

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 Markup.

Replace this subsection with the following:

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by a Subcontractor.

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first \$5,000 of the subcontracted portion of the extra work and 5% on work added in excess of \$5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

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

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so, provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2024 edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Claim” means a “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter

county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

400-2 PERMANENT SURVEY MARKERS.

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

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments and benchmarks during construction. Damaged or lost monuments and benchmarks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the plans and these specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City of Montebello.

400-3 PAYMENT

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements and 3) permanent survey markers. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General.

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

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS

Attention: Mr. Cesar Roldan

(323) 887-1462

croldan@montebellocity.gov

AT&T

Attention: Mr. Marco Macias

(626) 318-9039

CALIFORNIA WATER SERVICE

Attention: Mr. Ralph Felix

(323) 823-5287

rfelix@calwater.com

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Attention: Mr. Kevin P. Hunt

(323) 201-5500

CHARTER COMMUNICATION	(626) 807-3263
Attention: Mr. Rodney Graf	Rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	(626) 458-7136
Attention: Mr. Mahdad Derakhshani	mderakas@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT	(562) 908-4288 ext. 1205
Attention: Ms. Christine Gurga	engineeringcounter@lacsdsd.org
METROPOLITAN WATER DISTRICT	(909) 242-1675
Attention: Mr. Ben Brinker	msingh@mwddh2o.com
MONTEBELLO LAND & WATER	(323) 722-8654
Attention: Mr. Mario Gardea	mario@mtblw.com
SAN GABRIEL VALLEY WATER CO.	(909) 201-7349
Attention: Mr. Paul Garavito	
SOUTH MONTEBELLO IRRIGATION DISTRICT	(323) 721-4735
Attention: Mr. Jordan Betencourt	j.betencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON North of Lincoln Av	(323) 720-5298
Attention: Ms. Regina Gonzales	
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects	(323) 720-5214
Attention: Ms. Elda Alatorre	
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave.	(310) 608-5005
Attention: Ms. Lissette Alvarez	Lissette.Alvarez@sce.com
THE GAS COMPANY	(310) 605-4105
Attention: Mr. Cesar Arroyo	carroyo@semprautilities.com
CRMSON PIPELINE	(310) 669-4002
Attention: Mr. Ryan Lassus	(310) 669-4024
CHEVRON	(310) 669-4014
Attention: Mr. Dave Zerler	
CITY POLICE AND FIRE DEPARTMENT	Police: (323) 887-1313 Fire: (323) 887-4510
UNDERGROUND SERVICE ALERT	(800) 422-4133 Tel (909) 808-8101 Fax
TRASH COLLECTORS – ATHENS DISPOSAL	(626) 336-6100
STREET SWEEPING – NATIONWIDE	(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT

(323) 887-7900

MONTEBELLO TRANSIT

(323) 558-1625

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

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

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

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

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

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

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

600-3 PEDESTRIAN ACCESS.

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

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

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

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

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from the City, the Contractor can provide one traffic lane on a single direction on residential streets, during construction hours.

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

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

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

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

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

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed traffic control plan per section 601 of the Standard Specifications and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic control plan shall be approved in writing by the City Engineer prior to construction starts. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

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

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

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

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

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

601-2.2 Payment

Payment for provisions under section 601 of the Standard Specifications shall be considered included under the bid item for traffic control. No separate payment will be authorized.

SPECIAL PROVISION
PART 9 – BID ITEM DESCRIPTIONS

FOR
FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

IN THE CITY OF MONTEBELLO

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for Mobilization/Demobilization shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 2 – Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsections 5-7, 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of

Traffic Controls for Construction and Maintenance Work Zones” published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency’s execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary “NO PARKING” signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The “NO PARKING” signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) “Public Notice” to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door knob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, Montebello Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 601 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 601 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators
6. Lighting, for nighttime work.

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for

each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Montebello prior to beginning 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 I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

<u>Dry Reflective Value</u>			
<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for Traffic Control shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for providing and maintaining safe traffic control including all temporary signs, striping and delineation, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Cold Mill Existing AC Pavement 2” Depth **Bid Item No. 4 – Cold Mill Existing AC Pavement 3” Depth**

The following is applicable for all cold milling. Cold milling shall conform to the provisions of Section 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 400 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 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 to assume 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.

The Contractor shall remove existing in-pavement lighting fixtures at the intersection of Vail Avenue and Cleveland Avenue, including all associated conduit, wiring, and hardware. All materials shall be hauled offsite and properly disposed of in accordance with local, state, and federal regulations.

Crack Sealing (Not a Bid item)

After the completion of the cold milling operation, 1/4" **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 Milling of Existing Asphalt Concrete (AC) Pavement 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. Payment for the removal of Petromat fabric material shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 5 – Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to Provide Clear Depth

This Bid Item shall conform to Section 401-2 of the Standard Specifications and shall include all labor, material and equipment required to include the following items of work:

A. Sawcutting and removal by excavation of existing asphalt concrete (AC) pavement and underlying materials excavated to a depth required for the placement of a new pavement section and sub-base as shown on the project drawings. The excavation shall include, but is not limited to, the subgrade native soils. All work shall be completed in accordance with these specifications, the lines and grades, and typical cross-sections shown on the drawings. The underlying materials which are removed from excavations beneath the existing AC pavement shall be inspected by the City Engineer prior to performing over excavation.

B. Removal of materials resulting from milling, excavation, shall be legally disposed of legally debris, shrubs, rubbish and excess material.

C. Maintaining dust control at all times by watering.

D. Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans to be removed and disposed off legally.

E. Removal and disposal of unnamed concrete improvements.

F. Restoration and clean-up of the site.

G. Providing for traffic control and maintenance of access to driveways, security and safety including signs, barricades, covers, steel plates and/or chain link fencing as necessary.

H. Protecting in place of existing water mains, sewers, storm drains, meters, valve covers, walls, fences, curbs, fire hydrant, telephone and power poles, and other existing structures.

I. Removing and restoring or relocating all sprinkler lines, heads, valves, etc. interfering with construction of improvements.

J. All materials removed shall be lawfully disposed of at a site secured by the Contractor. The Contractor will make every effort to recycle excavated and demolition materials. The Contractor shall provide the City Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion.

K. No excavated or demolished materials shall be left in the public right of way overnight.

It is the Contractor's responsibility to do whatever subsurface exploration is required to do a complete bid covering the cost of removal to the grades required.

The Contractor shall also be aware of existing Petromat fabric material under the existing pavement when removing the pavement. Pavement fabric, such as Petromat, shall be removed and disposed of, as required.

The Contractor shall also be aware of existing Macadam material under the existing pavement when removing the pavement.

The Contractor shall prepare the subgrade in accordance with the Specifications and to the satisfaction of the City Engineer, prior to placing new pavement. This item shall include excavation, backfill, disposal of excess materials and fine grading required to establish the grades shown on the Project Plans.

The subgrade preparation shall conform to Section **301-1** of the Standard Specifications. Unless otherwise specified, soil in the paved area shall be compacted to a relative compaction of **ninety-five (95) percent** in layers not to exceed **six (6)** inches of subgrade prior to placement of gravel base and the remainder shall be **ninety-five (95) percent** by a suitable means of compaction.

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 400 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete or cement concrete to facilitate its removal. 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 surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

Payment for Removal of Existing AC Pavement, Base, Subbase and Native Soil shall be at the contract unit price per **Cubic Yard (CY)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of unsuitable materials, grade for the base, compaction and no additional compensation will be allowed therefor. Payment for the removal of Macadam and/or Petromat fabric material shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 6 – Prune Tree Roots and Install Root Barriers

Work under this section shall include but shall not be limited to, sawcutting, removal, clearing and disposal of tree stumps and roots as shown on Contract Drawings and as directed in the field by the Engineer, Standard Plan for Public Works Construction 523-2, and shall conform to Subsection

300-1 of the Standard Specifications for Public Works Construction. Contractor shall root prune the roots of trees and install root barriers.

Prior to any work on any tree the Contractor shall provide a Certified Arborist to assure the pruning of tree roots should not cause the tree to die or compromise the stability of the tree.

Payment for Prune Tree Roots and Install Root Barrier including removal of stumps and roots shall be paid for at the unit price bid for **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, sawcutting, removal, hauling, properly disposing, and incidentals and for doing all the work involved complete in place, as shown on the drawings, for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 7 – Sawcut and Remove Existing Concrete Sidewalk

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete sidewalk and sub-grade compaction. Removal of concrete sidewalk as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401-3.2 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 sidewalk is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete sidewalks shall be to the lines shown on Plans 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 sidewalk in order to bring new sidewalk to final finish grade. Full compensation for root clearing and tree root removal shall be included in the unit price of sidewalk and no further compensation shall be made.

Payment for Sawcutting and Removal of Existing Concrete Sidewalk shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 8 – Sawcut and Remove Existing Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb ramp, adjacent sidewalk, ramping transition with concrete curbs, curb and/or gutter, paving as required for forming, planting area, base, sub base, native and all existing improvements to provide clear area for construction of new curb ramp;

also shall include transitions to comply with ADA requirements. Removal of concrete curb ramp as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401-3.2 of the Standard Specifications for Public Works Construction.

Prior to removing the curb ramp, the contractor shall determine the feasibility of constructing a new curb ramp in compliance with ADA standards.

Several locations that call out Removal and Replacement of ramps in the Plans and as approved in the field by the Engineer have existing landscaping, sidewalk, curb and gutter. This bid item includes removal of existing sidewalk, landscaping, curb and gutter if no existing ramp is in place.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Curb Ramp is constructed. Generally sawcuts shall be on existing joints or score mark. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of any private improvements should be coordinated in writing with the owner and it is Contractor's responsibility to obtain owner's written approval for removal prior to construction. Right-of-Way Entry should be signed by the owner prior to removal of any private improvements at no additional cost to the City.

Removal of 24 inches-wide strip of AC or PCC pavement along the curb and gutter for forming and truncated dome is included in this removal bid item and no additional compensation will be allowed.

Payment for Sawcutting and Removal of Existing Concrete Curb Ramp (or portion thereof) shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 9 – Sawcut and Remove Existing Concrete Curb or Curb & Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb and/or curb and gutter, base, sub base, native soil and all existing improvements to provide clear area for construction of new curb and/or curb and gutter. Removal of concrete curb and/or curb and gutter as shown on the Contract Drawings and as directed in the field by the Engineer, shall conform to Subsection 401-3.2 of the Standard Specifications for Public Works Construction. Work shall also include replacement of any removal or damaged 3"-4" diameter drainpipe.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining

asphalt or concrete. A clean sawcut edge shall be maintained until new concrete curb and/or curb and gutter is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete curb and/or curb and gutter shall be to the lines 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.

Removal of 24 inches-wide strip of AC pavement along the concrete curb and gutter for forming is included in this removal bid item and no additional compensation will be allowed.

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/or gutter, pull boxes, utility boxes, and etc. in place per section 402-2 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation. All materials to be removed as indicated on the plans shall be disposed of at a legal site as specified in subsection 401-3.2 and 402-3 of the Standard Specifications for Public Works Construction.

Payment for Sawcutting and Removal of Existing Concrete Curb or Curb & 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.

Bid Item No. 10 – Remove and Haul away Existing Sign, Post and its Appurtenances

This Bid Item shall include all labor, material and equipment required to remove, haul away and properly dispose of existing post, footing, base, sub-base, its appurtenance and native soil to provide clear area for new improvements. Contractor shall salvage the existing sign for re-installation. Removal of existing sign and/or post and underlying materials as shown on the Contract Drawings and shall conform to the Standard Specifications for Public Works Construction. Signs indicated to be salvaged per plan should be removed and stored in the City's yard.

Payment for Remove and Haul away Existing Sign, Post and its Appurtenances shall be at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements, furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 11 – Remove and Construct Existing AC Speed Hump

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul

away, properly dispose of existing AC pavement speed hump and to construct asphalt concrete Speed Hump for the project. Removal of AC and underlying materials as shown the Contract Drawings shall conform to Subsection 401-2 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 pavement is constructed.

All necessary sawcutting of AC or any underlying existing improvements shall be to the lines as shown on plans or as directed by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Asphalt Concrete Speed Hump shall conform to the provisions of Sections 203-11 and 302-9 of the Standard Specifications for Public Works Construction. ARHM asphalt concrete for speed hump shall be Type C2-PG 64-16 and per Asphalt Concrete section of this Specification.

Asphalt Concrete Speed Hump shall be constructed at the specified location on the plans and confirmed with the engineer prior to placement and shall be same dimensions and height and to the line, grades and design shown on the plans or as ordered by the Engineer. Contractor shall cold mill existing AC Surface to a minimum of 1.5" for correct binding of AC Speed Hump. Tack coat shall be Grade SS-1H, per Section 302-5.8 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.)

Payment for Remove and Construct AC Speed Hump shall be at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 12 – Remove and Haul away Existing Metal Traffic Device System

This item shall include all labor, material and equipment required to remove, haul away and properly dispose of existing metal traffic device system, footing, its appurtenance and native soil to provide clear area for new improvements. Removal of metal traffic device system and underlying materials as shown on Contract Drawings shall conform to Subsection 401 of the Standard Specifications for Public Works Construction.

Removal of metal traffic device system shall include, but not limited to, removal of steel plates, foundation and electrical wiring. System shut down shall not interfere with other systems, unless otherwise permitted by the Engineer. Trenches, holes, depressions and pits caused by the removal of the system, shall be backfilled with material equal to or better in quality and to the same thicknesses as the surrounding materials.

Payment for Remove Existing Metal Traffic Device System shall be paid for at the contract unit

price per **Each (EA)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 13 – Sawcut and Remove Existing Concrete Alley Intersection

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete alley intersection and related adjacent areas needed to construct alley intersection. Removal of concrete alley intersection as shown on the plans in conformance to Subsection 401-3.2 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 alley intersection is constructed. Generally sawcuts shall be on existing joints or score mark. All necessary sawcutting of existing concrete Alley Intersection shall be to the lines shown on plans. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of two-foot wide strip of AC pavement adjacent to the edge of alley intersection for forming and placement of new alley intersection is included in this removal bid item and no additional compensation will be allowed.

Payment for Sawcutting and Removal of Existing Concrete Alley Intersection shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 14 – Sawcut and Remove Existing Concrete 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 related adjacent areas needed to construct a cross gutter. Removal of concrete cross gutter as shown on the plans in conformance to Subsection 401-3.2 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 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 shall be to the lines shown on plans. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of 24 inches-wide strip of AC pavement along the concrete cross gutter for forming is included in this removal bid item and no additional compensation will be allowed.

Payment for Sawcutting and Removal of Existing Concrete Cross Gutter (or portion thereof) shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 15 – Sawcut and Remove Existing Concrete Longitudinal Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete Gutter and sub-grade compaction. Removal of concrete longitudinal gutter as shown on the Contract Drawings, shall conform to Subsection 401-3.2 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 gutter is constructed. The exact location of the longitudinal gutter removal shall be approved by the City Engineer in the field. Generally, sawcuts shall be on existing joints.

All necessary sawcutting of existing concrete gutter shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

All materials to be removed as indicated on the plans shall be disposed of at a legal site as specified in subsection 401-3.2 of the Standard Specifications for Public Works Construction.

Payment for Sawcut and Remove Existing Concrete Longitudinal 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.

Bid Item No. 16 – Sawcut and Remove Existing PCC Pavement, Base, Sub-base, and Native Soil to clear depth for New Improvement

This Bid Item shall conform to Section 401 of the Standard Specifications and shall include all labor, material and equipment required to include the following items of work:

A. Sawcutting and removal by excavation of existing Portland cement concrete (PCC) pavement and underlying materials excavated to a depth required for the placement of a new pavement section and sub-base as shown on the project drawings. The excavation shall include, but is not

limited to, the subgrade native soils. All work shall be completed in accordance with these specifications, the lines and grades, and typical cross-sections shown on the drawings. The underlying materials which are removed from excavations beneath the existing PCC pavement shall be inspected by the City Engineer prior to performing over excavation.

B. Removal of materials resulting from milling and excavation, including but not limited to debris, shrubs, rubbish and excess material, shall be legally disposed of.

C. Maintaining dust control at all times by watering.

D. Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans, is to be removed and disposed of legally.

E. Removal and disposal of unnamed concrete improvements.

F. Restoration and clean-up of the site.

G. Providing for traffic control and maintenance of access to driveways, security and safety including signs, barricades, covers, steel plates and/or chain link fencing, as necessary.

H. Protecting in place of existing water mains, sewers, storm drains, meters, valve covers, walls, fences, curbs, fire hydrant, telephone and power poles, and other existing structures.

I. Removing and restoring or relocating all sprinkler lines, heads, valves, etc. interfering with construction of improvements.

J. All materials removed shall be lawfully disposed of at a site secured by the Contractor. The Contractor will make every effort to recycle excavated and demolition materials. The Contractor shall provide the City Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion.

K. No excavated or demolished materials shall be left in the public right of way overnight.

It is the Contractor's responsibility to do whatever subsurface exploration is required to make a complete bid covering the cost of removal to the grades required.

The Contractor shall also be aware of existing Petromat fabric material under the existing pavement when removing the pavement. Pavement fabric, such as Petromat, shall be removed and disposed of, as required.

The Contractor shall also be aware of existing Macadam material under the existing pavement when removing the pavement.

The Contractor shall prepare the subgrade in accordance with the Specifications and to the satisfaction of the City Engineer, prior to placing new pavement. This item shall include excavation, backfill, disposal of excess materials and fine grading required to establish the grades

shown on the Project Plans.

The subgrade preparation shall conform to Section **301-1** of the Standard Specifications. Unless otherwise specified, soil in the paved area shall be compacted to a relative compaction of **ninety-five (95) percent** in layers not to exceed **six (6)** inches of subgrade prior to placement of gravel base and the remainder shall be **ninety-five (90)** percent by a suitable means of compaction.

All existing Portland cement concrete (PCC) 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 replaced as called out in Section 402 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete or cement concrete to facilitate its removal. 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 surface course PCC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

Payment for Removal of Existing PCC Pavement, Base, Subbase and Native Soil shall be at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of unsuitable materials, grade for the base, compaction and no additional compensation will be allowed therefor. Payment for the removal of Macadam and/or Petromat fabric material shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 17 – Construct Concrete Sidewalk (4"-Thick)

This Bid Item shall include all labor, material and equipment required to place concrete sidewalk for the project. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.3.3 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. **The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.**

Payment for concrete sidewalk shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for Construction of 4" thick Concrete Sidewalk 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, compaction, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 18 – Construct Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to place concrete curb ramp and a full depth of asphalt concrete pavement at a section excavated for placement of a new curb ramp including adjacent sidewalk, curb and gutter, planting area, base, sub-base, and adjacent AC work complete in place for the project. Concrete curb ramp 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 curb ramp shall be constructed per Standard Plan 111-5 of SPPWC and case and type as shown on the project drawings and per City Engineer's direction.

The contractor may be required to construct a curb behind the curb ramp. The cost of curb behind curb ramps shall be included in the cost of construction of a new curb ramp, and no further compensation will be allowed.

Concrete shall be Class 520-C-2500 as specified in Section 201-1.3.3 of the Standard Specifications for Public Works Construction. Contractor shall construct four-inch (4") thick PCC curb ramp over the native soil compacted to a minimum of 95 % relative compaction. This item includes construction of adjacent curb, gutter and sidewalk for the placement of a new curb ramp in accordance with Sections 303-5 of the Standard Specifications for Public Works Construction and these Specifications.

Concrete curb ramp shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing surfaces to join 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, tie marks, shoe marks, and blemishes at no additional cost to the City.**

The new curb ramp to join the existing concrete cross gutter shall be doweled with No. 5 bars of 18-inch in length to existing gutter spandrel on grade. The contractor shall drill holes on the edge of concrete spandrel with 12" spacing on center and install High Strength Epoxy Tie Adhesive bars in the holes.

Truncated, detectable warning surface shall be yellow and 4' wide and 3' long minimum. A sample of material shall be approved by the City Engineer prior to installation. Provision and installation of truncated detectable warning surface is a part of curb ramp construction and no further compensation will be allowed.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction.

During construction of curb ramp, convenient temporary approaches to crossings or intersecting the street shall be provided and kept in good condition. The temporary access shall not be closed until the replacement curb ramp are usable.

Payment for concrete curb ramp shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for constructing a two-foot-wide AC or PCC pavement strip along the curb and gutter for forming purposes and payment for a 6"-thick compacted crushed miscellaneous base (CMB) to be placed under the curb and gutter shall be included in this bid item of work, and no additional compensation will be allowed.

Payment for Construct Concrete Curb Ramp shall be paid for at the contract unit price per **Each (EA)**, and shall include full compensation for furnishing all labor, materials, tools, equipment, truncated detectable warning surface, backfilling, grading, compacting, forming, pouring, finishing, curing, hauling, proper disposing, temporary ramp and incidentals for doing all the work involved complete in place, and no additional compensation will be allowed.

Bid Item No. 19 – Construct Concrete Curb or Curb & Gutter

This Bid Item shall include all labor, material and equipment required to place concrete curb and gutter for the project. Concrete curb and gutter 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 201-1.3.3 of the Standard Specifications for Public Works Construction.

Concrete curb and gutter shall be per Standard Plans for Public Work Construction, Standard Plan 120-2 type A2-8 (200) or type A2-6 (150), W=24" locations and size per plans, or to match existing per City Engineer's instruction.

Concrete curb and gutter shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing curb and gutter 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, tie marks, shoe marks, and blemishes at no additional cost to the City.**

Payment for concrete curb and gutter shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for constructing a two-foot-wide AC or PCC pavement strip along the curb and gutter for forming purposes and payment for a 6"-thick compacted crushed miscellaneous base (CMB) to be placed under the curb and gutter shall be included in this bid item of work, and no additional

compensation will be allowed.

Payment for Construction of Concrete Curb or Curb & Gutter shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 20– Construct Concrete Alley Intersection

This Bid Item shall include all labor, material and equipment required to construct concrete alley intersection for the project. Concrete alley intersection 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 alley intersection shall be per Standard Plans for Public Works Construction 130-3 over 6” thick compacted Crushed Miscellaneous Base (CMB). Concrete shall be Class 520-C-2500 as specified in Section 201-1 of the Standard Specifications for Public Works Construction.

Concrete alley intersection shall be constructed to the line, grades and design shown on the plans to match existing or as ordered 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 concrete cross gutter and/or spandrel shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

6” thick compacted Crushed Miscellaneous Base (CMB) under the alley intersection shall be paid under a separate Bid Item.

Payment for two-foot-wide AC Pavement strip along the alley intersection for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Payment for Construction of Concrete Alley Intersection 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, removing and replacing AC for forming purposes, pouring, finishing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 21 – Construct Concrete Cross Gutter

This Bid Item shall include all labor, material and equipment required to construct concrete cross gutter and/or spandrel for the project. Concrete cross gutter 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 shall be per Standard Plans for Public Works Construction 122-3. Concrete shall be Class 520-C-2500 as specified in Section 201-1 of the Standard Specifications for Public Works Construction.

Concrete cross gutter shall be constructed to the line, grades and design shown on the plans to match existing or as ordered 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 concrete cross gutter and/or spandrel shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction. 6" thick compacted Crushed Miscellaneous Base (CMB) under the cross gutter shall be paid under a separate Bid Item.

Payment for 24 inches wide AC or PCC Pavement strip along the cross-gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Payment for Construction of Concrete Cross Gutter 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, removing and replacing AC for forming purposes, pouring, finishing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 22 – Construct Concrete Longitudinal Gutter

This Bid Item shall include all labor, material and equipment required to place concrete longitudinal gutter for the project. Concrete longitudinal gutter shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, City of Montebello Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Longitudinal gutter shall be constructed per SPPWC 122-3. Concrete shall be Class 520-C-2500 as specified in Section 201-1 of the Standard Specifications for Public Works Construction.

Concrete longitudinal gutter shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing concrete longitudinal gutter to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Work shall include replacement of any AC removed to provide space for forming at no additional cost to the City.

Payment for Construct Longitudinal Gutter shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction. 6" thick compacted Crushed Miscellaneous Base (CMB) under the Longitudinal Gutter shall be paid under a separate Bid Item.

Payment for Construction of Concrete Longitudinal Gutter 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, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 23– Provide and Place 6’-Thick Crushed Miscellaneous Base (CMB)

This Bid Item shall include all labor, material and equipment required to provide and place Crushed Miscellaneous Base (CMB). CMB shall be in conformance with the requirements specified in Section 200-2.4 for untreated base material of the Standard Specifications and shall be placed and compacted per plans and specifications and per Section 301 of Standard Specifications for Public Works Construction.

Payment for placing crushed miscellaneous base shall conform to the provisions of Subsection 301-2.4 of the Standard Specifications for Public Works Construction.

Payment for Provide and Place Crushed Miscellaneous Base (CMB) shall be paid for at the contract unit price per **Cubic Yard (CY)**, shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, finishing, hauling, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 24 – Construct 2’-Thick AC Base Course

The work in this section shall include all labor, materials, and equipment required to complete all asphalt concrete paving work as following.

- B-PG 64-10 – Depth as indicated on the plans.

This bid item includes the placement of asphalt concrete (AC) Base course to a minimum depth of 2 inches over existing AC as shown on the project plans.

Work shall conform to Sections 203-6 of the Standard Specifications for Public Works Construction, these Specifications and as directed by the Engineer.

The Contractor shall submit to the City Engineer a written Construction Plan for the project that include; street sweeping equipment, paving equipment and speed, finish roller type, number of passes required, amplitude and period of roller vibration (if used) and truck haul route.

Pneumatic rollers shall not be used. Placement of asphalt concrete shall be installed with a 3 or 5-ton tandem roller. Either vibratory or static will be determined by the City Engineer.

All asphalt concrete work shall be performed in accordance with Subsection 302-5 “Asphalt Concrete Pavement” and Section 302-9 the Standard Specifications for Public Works Construction and these Specifications.

Prior to the placement of asphalt concrete, contractor shall clean up milled surface by sweeping or washing before any overlay pavement take place. Otherwise the dirt and dust will decrease the bond between the new overlay and the existing pavement. When sweeping, more than one pass is needed to remove all the dirt and dust. If the milled surface is washed, the pavement must be allowed to dry prior to pavement. All debris, dirt, and gravel from the surface should be removed

and a **tack coat of grade SS-1H** emulsified asphalt conforming to the provision in Subsection 203-3 “Emulsified Asphalt” of the Standard Specifications of Public Works Construction shall be uniformly applied to all existing pavement surfaces and contact surface edges.

A Certificate of Compliance shall be required from the supplier of the asphalt concrete and delivered to the Engineer not less than Ten (10) working days prior to any scheduled asphalt concrete work. Asphalt concrete shall be placed, compacted to 95% relative density.

The field density of compacted Asphalt Concrete (AC) pavement shall be determined by a nuclear asphalt testing device, tested and calibrated in conformance with California Test 375, in the field designed to measure the density of pavement of the thickness being constructed. All test sections (and any such areas where cores are taken for calibration) shall have compactions consistently in excess of 95% based on the nuclear gauge.

Mix designs submitted for review shall have been performed within Fifteen (15) days from Award of Contract. At the beginning of the paving operation, Contractor shall cooperate with City Engineer and establish a rolling pattern to obtain acceptable density in the compacted asphalt concrete surface. Once the rolling pattern is established, Contractor shall follow this pattern unless otherwise directed by the Engineer.

Tack Coat (Not a Bid Item)

Asphalt emulsion binder shall comply with Section 302-5.8, “Tack Coat, of Standard Specification for Public Works Construction and these Specifications, and as directed by the Engineer.

When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. Asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, and gutters, and construction joints against which asphalt concrete material is to be placed, to pavement to be surfaced and to other surfaces designated in the specifications or as directed by the City Engineer.

The overlay shall not be placed until the binder has cured to the point where it is tacky to the touch and as directed by the Engineer. Asphalt emulsion binder shall be applied so far in advance of placing the surfacing as permitted by the City Engineer. Immediately in advance of placing the overlay, additional asphalt emulsion binder shall be applied as directed by the Engineer to areas where the asphalt emulsion binder has been damaged, and loose or extraneous material shall be removed, and additional compensation will be not be allowed.

The area to which asphalt emulsion binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of the construction.

A tack coat shall be applied to all concrete or gutter surfaces that will be in contact with the asphalt surfacing. The tack coat shall consist of PG-64-10 paving asphalt. It shall be furnished and applied in accordance with the requirements of Section 203, and 302-5 of the SSPWC.

Apply tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of AC patching and PCC surfaces and edges against which AC is to be placed. The surface to be covered shall be thoroughly cleaned of all dirt and loose materials prior to application of the asphalt binder.

The contract unit price paid for “Asphalt Concrete Pavement”, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing asphalt concrete overlay complete in place as shown on the project plans found and as specified in these specifications.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

Payment for asphalt emulsion binder (Tack Coat) and preparation for overlay shall be included in the contract unit price paid for Asphalt concrete pavement.

Payment for Asphalt Concrete Base Course (2”-Thick) will be measured and paid by the **Ton (TON)** actually placed accompanied by weight certificates which shall be furnished by the Contractor to the Engineer at the job site upon delivery of the material. Certificates shall be a legible copy of a licensed weigh master's certificate showing gross tare, and net weight of each truckload of asphalt concrete. Measurement shall conform to Section 7-1 of Standard Specifications of Public Works Construction.

Bid Item No. 25 – Construct 1” Thick AC Leveling Course (C2-PG 64-10)

This Bid Item shall include all labor, material and equipment required to construct asphalt concrete leveling course. AC leveling course shall be 1” thick Type C2-PG 64-10, as shown on the plans and as specified in Section 203-1 of the Standard Specifications for Public Works Construction and shall conform to the following:

Composition and Grading shall be per Section 203-6.4 of the Standard Specifications for Public Works. Contractor shall submit a copy of the asphalt concrete mix design, a sample of the asphalt concrete, a sample of the aggregate, and a sample of the paving asphalt (AR or PG) to the City or its designated laboratory a minimum of two weeks prior to the start of construction. The Contractor shall use a PG Asphalt Binder.

All work shall conform to Section 302-5 of the “Standard Specifications for Public Works Construction” and these Special Provisions.

All materials are subject to testing under separate Bid Item.

Tack coat shall be Grade SS-1H, per Section 302-5.8 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.
- The Engineer may waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- 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.
- 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.
- "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- "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 Sawcut ting/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.

3. 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 City Engineer at the time of delivery of the material on the job site a legible copy of a Licensed Weighmaster's Certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

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 City Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Tack Coat (Not a Bid item)

Existing concrete gutter and curb faces shall be protected against disfigurement from the asphalt. Residue of the material shall be removed from gutter and curb faces by sandblasting to the extent required by the Engineer.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees F in the shade.

No separate measurement and payment will be made for tack coat.

Payment for Construct 1" AC Leveling Course (C2-PG 64-10) shall conform to the provisions of Subsection 302-5.9 of the Standard Specifications for Public Works Construction. All the requirements stated above shall be included in the unit price bid per **TON**. The contract unit price per ton shall include full compensation for all surface preparation furnishing all labor, materials, tools, equipment, removals, disposal, certified weigh tickets, and incidentals and for doing all the work involved, including furnishing, applying and cleaning up excess rock dust blotter. The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders. Temporary surface work where required by the City Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No. 26 – Construct 2”-ARHM Overlay

Asphalt concrete surface course shall be Asphalt Rubber Hot Mix as shown on the plans, ARHM-GG-C, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications for Public Works Construction and shall conform to the following:

Composition and Grading shall be per Section 203-11.3 of the Standard Specifications for Public Works Construction. The Contractor shall submit a copy of the asphalt concrete mix design, a sample of the asphalt concrete, a sample of the aggregate, and a sample of the paving asphalt (AR or PG) to the City or its designated laboratory a minimum of two weeks prior to the start of construction.

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
- B. Free from water.
- C. Homogeneous.

2. Materials

A. General

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) “Certification Program for Suppliers of Asphalt.” Caltrans maintains the program requirements, procedures, and a list of approved suppliers at: <http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>.

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

B. Grades

Performance graded (PG) asphalt binder shall be PG 64-16 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T48	230	230	230	230	230
Solubility, Minimum % ^b	T44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa's	T316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test ^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.
- The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- The Department will test the sample at 3°C higher if it fails at the specified test temperature. G*/sin(delta) shall remain 5000 kPa maximum.
- "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 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 above the platform. The Contractor 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 shall replace failed valves.

In the presence of the Engineer, the Contractor shall take 2 one-liter samples per operating day. The Contractor shall provide round friction top containers with one-liter capacity for storing samples.

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° and 190°C. The Engineer will determine the exact temperature of paving asphalt.

The Contractor shall make modifications to the proposed mix design as required by the City or its designated laboratory to insure that the proposed asphalt concrete mix will meet the minimum stability ("S") values. No asphalt concrete shall be placed until such time as the City has tested and approved the Contractor's proposed asphalt concrete mix design. Aggregate produced from slag resulting from any steel-making process or from air-cooled iron blast furnace slag shall not be used on this project.

Asphalt concrete shall be placed with paving machine equipped with a "Preco" attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

The Contractor shall place the ARHM a maximum of 48 hours after the commencement of all edge grinding operations during any stage of the work for this project.

Apply SS-1H tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of AC patching and P.C.C. surfaces and edges against which ARHM is to be placed. Diesel fuel shall not be used for cleaning purposed within the limits of this project.

Distribution and spreading shall conform to 302-5.5 except that at the time of delivery to the work site, the temperature of the ARHM-GG shall be 300°F minimum to 325°F maximum. At the discretion of the Owner's Representative, this maximum temperature may be raised to 350°F during cold climatic conditions. Atmospheric temperature shall be 50°F and rising or as approved by the agency's representative.

The Contractor shall utilize a paving machine equipped with an automatic adjusting screed, which is actuated by a 30-foot "ski", for the entire ARHM-GG overlay.

ARHM-GG shall not be placed in lifts that exceed four (4) inches in thickness. Breakdown compaction shall be performed with a two-axle or three-axle tandem or three-wheel roller weighing not less than 12 tons for all ARHM-GG lift thickness of four (4) inches or less. Breakdown compaction shall be performed with a vibratory roller weighing not less than 12 tons for all ARHM-GG lift thickness between two (2) and four (4) inches. When more than one layer of ARHM-GG is required, the layers shall be of equal thickness.

ARHM-GG shall be thoroughly compacted by rolling. The number of rollers necessary will be established in accordance with Section 302-5.6.1 of the Greenbook Specifications. All compacted ARHM-GG shall have a relative compaction of not less than 95 percent in accordance with Section 302-5.6.2 of the Greenbook Specifications.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Join lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

Lots consisting of 500 tons will be established for ARHM-GG areas to be tested. The City or its designated laboratory shall perform density testing utilizing a properly calibrated nuclear asphalt-testing device. The City shall pay for all initial testing and a reasonable amount of retesting utilizing the nuclear asphalt-testing device. If the test results for any lot of ARHM-GG indicate that the relative compaction is below 95 percent the Contractor will be advised that he is not attaining the required relative compaction and that his materials or his procedures, or both, need adjustment. ARHM-GG spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction. Core testing of areas not meeting the 95 percent requirement will be conducted by the City's designated lab. Any and all testing beyond the initial core testing will be at the sole expense of the Contractor.

If the test results for any lot of ARHM-GG continue to indicate that the relative compaction is less than 95 percent after adjustments have been made, the ARHM-GG represented by that lot may be required to be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that relative compactions of 95 percent can be obtained.

The City's designated laboratory will obtain samples of the ARHM-GG from each lot to perform extraction tests to insure the proper aggregate gradation and asphalt content is being supplied in accordance with the approved ARHM-GG mix design. If the test results for any lot of ARHM-GG indicate that the ARHM-GG does not meet the requirements of the approved mix design the

Contractor will be advised that he is not attaining the required composition and grading and that his materials need adjustment. ARHM-GG spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the approved mix design. If the test results for any lot of ARHM-GG continue to indicate that the composition and grading does not conform to the approved mix design after adjustments have been made, the ARHM-GG represented by that lot shall be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that the ARHM-GG is in accordance with the approved mix design.

The Contractor shall provide for adequate quality control measures to insure that delivery of asphalt rubber shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to provide for optimum compaction opportunity and maximize ride quality performance.

Rock dust blotter material shall be required immediately after the completion of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall be per Section 200-1.2 of the Standard Specifications and shall be uniformly applied using a mechanical spreader, which distributes uniformly at a rate of approximately three pounds per square yard. Compaction rollers shall not be allowed on the rock dust covered pavement surfaces. All excess rock dust blotter shall be removed from the street at the end of each workday. The removal of the rock dust blotter shall include removal from adjacent streets as needed. No excess rock dust blotter shall be left on any street after normal work hours. The cost of this application will be included into the contract unit price bid for ARHM.

Measurement

The quantities of the asphalt rubber hot mix (ARHM) 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 City of Montebello 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.

Tack Coat (Not a Bid item)

Existing concrete gutter and curb faces shall be protected against disfigurement from the asphalt. Residue of the material shall be removed from gutter and curb faces by sandblasting to the extent required by the Engineer.

The tack coat shall be applied as specified in Subsection 302-5.8 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees F in the shade.

No separate measurement and payment will be made for tack coat. Payment shall be included in the contract unit price for ARHM-GG Pavement.

Payment for Construction of ARHM Overlay, shall conform to the provisions of Subsection 302-5.9 of the Standard Specifications for Public Works Construction. All the requirements stated above shall be included in the unit price bid per **TON**. The contract unit price per ton shall include full compensation for all surface preparation furnishing all labor, materials, tools, equipment, removals, disposal, certified weigh tickets, and incidentals and for doing all the work involved, including furnishing, applying and cleaning up excess rock dust blotter. The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders. Temporary surface work where required 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. 27– Furnish and Install Paving Fabric

Pavement Fabric shall conform to the provisions of Subsection 213-1 and Subsection 302-7 of the Standard Specification and approval of the City Engineer.

Pavement fabric shall be GLASPAVE 25, as described in the Appendix, or equal, as approved by the Engineer.

The placement of the pavement fabric shall be made over the 1” AC leveling course and after application of the tack coat.

The placement of tack coat shall comply with subsection 302-7.2.2 of the Standard Specifications. Tack coat shall be Type SS-1H emulsified asphalt and applied at an approximate rate of 0.25 gallon per square yard or as approved by the Resident Engineer.

In the presence of crack in existing asphalt concrete, crack sealing shall be done per approval of the Engineer and the payment for the crack sealing shall be included with

Payment for Furnish and Install the Pavement Fabric, shall conform to the provisions of the subsection 302-7.4 of the Standard Specifications and shall be paid for at the contract unit price per **Square Yard (SY)** and shall include full compensation for furnishing all labor, materials, including tack coat, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing pavement fabric, complete in place as shown on the plans and no additional compensation will be allowed therefor.

Bid Item No. 28 – Construct Concrete Pavement (8.0” Thick)

This Bid Item shall include all labor, material and equipment required to place concrete pavement for the project. Concrete pavement as shown on the contract drawing 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 302-6 of the of the Standard Specifications for Public Works Construction.

Concrete pavement shall be per Standard Plans for Public Works Construction, Plan 132-3 and shall be constructed to the line, grades and design shown on the plans or as ordered 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.

Jointed Plain Concrete Pavement should be engineered with longitudinal and transverse joints of 12 ft (lane width) and transverse joint of 20 feet, and 3 inches deep. Epoxy coated dowel bars should be placed on transverse joints 12 inches on center of slab. Dowel bars should be one inch in diameter and 18 inches long. Tie bars, No. 5 in size and 40 inches long should be placed on longitudinal joints, 18 inches in on center. PCC should have a minimum 28 days compressive strength of 4,500 psi.

Payment for 8.0" concrete pavement shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications.

A 6" thick compacted crushed miscellaneous base (CMB) under the concrete pavement shall be paid under separate Bid Item.

Payment for Construction of Concrete Pavement 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, sawcutting, hauling, disposing, backfilling, compacting, subgrade preparation and incidentals, and for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 29 – Adjust Existing Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade

This Bid Item shall include all labor, equipment and materials to adjust existing sewer/storm drain/utility manhole/vault frames and covers within the project limits to match finished grade if required. The work shall be performed in accordance with Section 403 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 seven (7) working days prior** to cold milling/paving operations in accordance with **Section 403-3** of the Standard Specifications.

The adjustment of existing manholes/vaults to finished grade shall be performed after finish paving. The removal or addition of grade rings shall be required to facilitate adjustment. Frame and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

Payment for Adjustment Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor. Where the manhole frame and cover is performed by the utility owner, no compensation will be made to Contractor.

Bid Item No. 30 – Adjust Existing Traffic Signal Pull Box and Cover to Finished Grade, Replace Broken Cover/Box

Pull boxes shall be precast reinforced type as approved by City/owner/operator and shall conform to the provision in Section 86-2.06 of Caltrans Standard Specifications. Existing pull boxes in good condition may be reused if not disturbed as approved by the City Inspector and/or the Owner. Broken boxes and/or covers and those not conforming to the above or the requirements on the plans shall be replaced. Existing pull boxes not reused or noted for future use, shall be removed and salvaged and the area of removal repaired in kind with the surrounding area, but at a minimum to the minimum Caltrans standards for the said material used.

Payment for Adjust Traffic Signal Pull Box to Finished Grade shall be paid for at the contract unit price per **Each (EA)** Unit Price basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved complete in place.

Bid Item No. 31 – Construct 2” x 6” Redwood Header

This Bid Item shall include all labor, material and equipment required to Construct Redwood Header for the project. Redwood Header shall be constructed to the line, grades and design shown on the plans or as ordered by the Engineer.

Payment for Construction of Redwood Header shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, backfilling, grading, compacting, forming, pouring, finishing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 32 – Furnish and Install Traffic Signal Loop Detectors and Connect to DLC

All equipment, materials, and components for traffic detector loops and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans and Standard Specifications, Section 86-1.02F(2)(c), ‘Inductive Loop Conductor’, 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) or Type Q (6' length) per Caltrans Standard Plans ES-5A and ES-5B.

Contractor, as directed by City Engineer, shall remove existing loops and cut in new loops in AC areas.

Residue resulting from slot cutting/cleaning operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Contractor shall obtain approval from the City Engineer for exact location of new loop detector prior to final placement. Perform preliminary striping layout prior to loop detector layout.

The Contractor shall test the new detectors with a motor driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles. The unladed weight of the vehicle shall not exceed 220 pounds, and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor driven cycle through the response or detection area of the detector at not less than three (3) miles per hour or more than seven (7) miles per hour. The detector sensor unit shall provide the required output in response to this test.

Payment for Furnishing and Installing Traffic Signal Loop Detectors and Connect to DLC shall be at the contract unit price per **Each (EA) Unit Price** basis installed complete and operational and shall be considered full compensation for furnishing all labor, tools, equipment, materials, coordination and incidentals, and for doing all the work involved in furnishing, installing, removals, salvaging, filling, traffic detector loops and appurtenances, providing temporary modifications to traffic signal system during construction as required, restoration work, operationally complete in place, as shown on plans, and as specified in the special provisions, and as directed by the City Engineer.

Bid Item No. 33 – Traffic Signing, Striping, Markings, House Address 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. 81, 82 and 84 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 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 81, current edition, and shall be of type as called for on the plans.

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 81 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 81 and 84 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.

For house addresses, the contractor shall repaint existing residential house addresses within the project limits. The color of paint shall be white field with numbers in black on the new curb in front of each residence. Numbers shall be four (4") inches in height, two and one-half (2 ½") inches in width with a stroke width of approximately three-fourths (¾") inch.

The house number shall be centered on a six-inch (6") by sixteen-inch (16") rectangular background for house numbers. There should be a border of two inches (2") all around and city and city logo.

House numbers shall be conventional block design with a vertical axis (not slanted). "Threes (3)" shall be rounded, not flat, on top. "Four (4)" shall be closed at the top. "Nines (9)" shall be inverted sixes (6"). "Ones (1)" shall be vertical line with a line to exceed one-half (1/2") inch.

Place Raised Blue Reflective for Fire Hydrant

Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers installation as shown on Contract Drawings are a part of this item and shall conform to the Standard Specification Sections

314-3.1 and 314-5.1 to 314-5.5 and shall be in accordance with the Caltrans Traffic Manual Section 81 "Markings" for each fire hydrant.

Place Reflective Raised Pavement Markers to Supplement Crosswalk Striping

One-Way Reflective Pavement Markers shall be used to supplement ladder bar stripes where additional visibility is needed at night, such as a poorly lit street. Use clear Type G RPM's for a white crosswalk, and yellow Type H for a yellow crosswalk.

New Sign Installation

New traffic signs installation is part of this item and shall be installed on steel posts as shown on the Contract Drawings and shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Section No. 56 (CALTRANS).

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have a graffiti film coating.

The date of installation of a sign shall be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Montebello" shall also be embossed on the back of the sign.

No signs shall be installed on traffic signal poles, unless otherwise shown on the plans or as directed by the City Engineer. Contractor shall remove, replace, or install signs mounted on traffic signal mast arms as directed by the City Engineer.

All signs placed within the public right-of-way shall be installed using the following guidelines:

No signs shall be placed on wood poles at any time.

Larger (wide) signs shall be mounted on top of a sign combination.

No sign shall have an outside edge closer than one foot (1') to the back of the curb.
Bottom of sign shall be at seven-foot (7') minimum over sidewalk.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

Sign post shall be 12 feet channel type.

Signs shall be mounted on posts in a good workmanship manner using metal hardware suitable for the type of installation made.

Installation materials shall be of stainless steel and theft proof.

Signs shall be kept a minimum distance of fifteen feet (15') in from of trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign.

The contractor shall obtain approval from the City Engineer for the location of any signs that may be unclear or questionable.

Sign posts shall be installed eighteen inches (18") behind curb face. Sign posts installed within the sidewalk must maintain a minimum of four-feet (4') horizontal clearance for pedestrians.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (California MUTCD) latest edition, unless otherwise shown on the plans.

Payment for Traffic Signing, Striping, Markings, House address and Curb Painting shall be 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, raised reflective pavement markers, painting curbs, blue markers, including removal and installation of traffic signs and posts as indicated, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words, as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 34 – Furnish and Install Solar Powered Reflective (Flashing LED) Stop Sign

This Bid Item shall include all labor, material and equipment required to furnish and install a fully functional solar-powered flashing LED STOP sign assembly. Signs shall be installed on new steel posts conforming to the Standard Specifications of the State of California (latest edition), Department of Transportation, Section No. 56 (CALTRANS).

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have a graffiti film coating.

The date of installation of a sign shall be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Montebello" shall also be embossed on the back of the sign.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (California MUTCD) latest edition, unless otherwise shown on the plans.

Signs shall be mounted on posts in a good workmanship manner using metal hardware suitable for the type of installation made.

The STOP sign shall feature integrated flashing LEDs within the letters of the word “STOP,” rather than around the perimeter. The assembly shall match the type and configuration shown in the construction plans and shall be Pelco Solutions TrafficCalm or an approved equal.

All materials shall be pre-approved by the City, and installation shall be performed in accordance with the manufacturer’s specifications and recommendations.

It is the Contractor’s responsibility to contact the manufacturer and get the latest set of specifications and instructions for installation before ordering any material.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnish and Install Solar Powered Reflective (Flashing LED) Stop Sign shall be at the contract unit price per **Each (EA)**, and shall include full compensation for furnishing all labor, materials, tools, equipment, sawcutting, installing, wiring, backfill, testing and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 35 – Traffic Signal Modification at the Intersection of Via Campo and Findlay Avenue

The lump sum bid price for the traffic signal modification shall include all labor, materials, and equipment necessary to provide a complete and fully operational traffic signal system. The following technical provisions apply to the traffic signal modification at the intersection of Via Campo and Findlay Avenue. The Bid Item shall be in accordance with the Greenbook Standard Plans and Specifications for Public Works Construction (SPPWC & SSPWC), latest editions, including supplements; State of California (Caltrans) Standard Plans and Specifications, latest edition; and the Special Provisions and General Conditions of these specifications.

A. DESCRIPTION OF WORK

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

This work includes furnishing and installing traffic signal equipment, as well as installing conduit, pull boxes, cables, signal heads, signal poles, mast arm signs, safety lighting, and push buttons, all in accordance with the plans and details shown on the Signal Construction Plans. The work also includes reusing existing vehicle signal heads, pedestrian signal heads, and push buttons on the new signal pole at the intersection of Via Campo and Findlay Avenue, as specified in the project Signal Construction Plans.

This work shall be performed in accordance with the most current edition of Caltrans Standard Plans.

Furnishing and installing traffic signal and safety lighting systems shall conform to the provisions

in Section 700 of the standard specifications for public works construction, the “Greenbook”, the latest edition, (Herein after called SSPWC), Caltrans Section 86 "General" and Section 87 “Electrical Systems” of the California Department of Transportation Standard Specifications (Caltrans), 2024 Revised Standard Specifications (hereinafter called State Standard Specifications) and Revised Standard Plans, and the most current edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) and the special provisions of these specifications, except as noted in the Special Provisions and on the plans. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, CA 90012 or Caltrans Headquarter Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, tele (916) 445-3520.

The Contractor shall protect all existing traffic signal equipment, controllers, cabinets, pull boxes, loop detectors, conduit, and interconnect/signal cable as part of the new signal modification work. It is also the responsibility of the Contractor to coordinate with City of Montebello and Southern California Edison for the shut down and turn on of the traffic signals and provide temporary traffic signal as needed.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Wherein Section 86 reference is made to other sections of the State Standard Specifications; these sections are hereby included unless otherwise specified. The Standard Specifications for Public Works Construction and its supplements and these special provisions shall be applied.

The following special provisions are supplementary and in addition to the provisions of the State Standard Specifications, and are only called out if elaborations, amendments, specifying of options, or additions are required.

Equipment List and Drawings

Equipment list and drawings of electrical equipment and material shall conform to the provision in Section 86-1.01C, "Submittals" of the State Standard Specifications and these special provisions:

The Contractor's shall submit a certificate of compliance for all electrical material and equipment with warranties, guarantees and instruction sheets. The Contractor shall guarantee electrical and mechanical equipment by him/her under his/her contract and will fully meet all requirements as to quality of such equipment furnished by him/her. The Contractor shall make, at his own expense, any repairs or replacements made necessary by defects in such equipment furnished by him/her that becomes evident within **twelve (12) months** after filing the Notice of Completion of the work and to restore to full compliance with the requirements of these Specifications, any such equipment which during the **twelve (12) month** period is found to be deficient with respect to any provision of the plans and specifications. The Contractor shall make all such repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor, and his surety shall be liable for the costs incurred.

Whenever any equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

As-Built Prints

The Contractor is required to submit to the Engineer "As-Built" prints prior to the city accepting the work. The prints shall indicate (in red) all deviations from the plans such as, but not limited to locations of poles, pull boxes, detectors and conduit runs, depths of conduits, number of conductors and other appurtenant work.

Removing and Replacing Improvements

Replace or reconstruct underlying material damaged by your activities. Replacement material must be of equal or better quality than the material replaced.

If a part of a square or slab of concrete sidewalk, curb, gutter, or driveway is broken or damaged, the entire square or slab must be removed and reconstructed.

Cut the outline of concrete sidewalk or driveway to be removed:

1. Using a power-driven saw
2. On a neat line
3. To a 0.17-foot minimum depth

Where a sidewalk is marked in 4 to 8 foot sections, removals shall leave no less than 3 feet to the nearest score line. Where sidewalk is marked 4 foot sections, the concrete shall be removed and reconstructed to the nearest score line. Any removals of the existing curb ramp shall be removed and reconstructed to the nearest score line.

Any damage to the existing curb ramps due to the potholing, removal of the existing poles and foundation, and installation of the new pole and foundation shall be reconstructed to meet the latest Standard Plans for Public Works Construction. All reconstructed curb ramps shall meet the latest ADA standards.

Standards, Steel Pedestals, and Posts

Standards, steel pedestals and posts shall conform to the provisions in Section 701-10 "Standards, Pedestals, and Mast Arms" of the SSPWC, Section 86-1.02J, "Standards, Steel Pedestals and Posts" of the State Standard Specifications and these special provisions.

In addition to identifying each pole shaft as detailed on ES-7M of the State Standard Plans, the Contractor shall also identify each mast arm for all signals and luminaries. The stamped metal identification tag shall be located on the mast arm near the pole plate and shall contain the same information required by the ES-7M. Pole tags shall include name of the manufacturer and shall be visible from the road surface.

Pull Boxes

In addition to Section 701-11.1 of SSPWC and installing no. 5 pull boxes equally spaced out and less than 200 feet apart, pull boxes shall conform to the provisions in Section 86-1.02C, "Pull Boxes" of the State Standard Specifications and these Special Provisions.

The contractor shall investigate all traffic signal pull boxes within the limits of the project and determine which of those pull boxes are no longer in use and/or abandoned. All traffic signal pull box removals stated in the plans shall be investigated prior to removal and determined by the contractor if said pull box is no longer in use and shall be removed. The contractor shall be responsible for removing said pull boxes no longer in use. Full compensation for salvaging, investigating, and removal of equipment shall be considered as included in the lump sum price bid for the traffic signal installation and no additional compensation will be allowed, therefore.

This shall include all labor, material and equipment required to remove, haul away and properly dispose of existing traffic signal pull box, cover, its appurtenance, and native soil to provide clear area for any new improvements. Removed pull box shall be backfilled with material equal to or better in quality and to the same thicknesses as the surrounding materials. Where damage is caused by the Contractor's operations, the Contractor shall, at the Contractor's expense, repair and replace damaged facilities.

Pull boxes, pull box covers and pull box extensions shall be concrete. Grout shall be placed in the bottom of all pull boxes per the Caltrans Specification. **All pull boxes shall be No. 5 unless shown otherwise on the plans.**

Full compensation to furnish and install a pull box shall be at the Contract unit price for Each "Pull box" and shall include all labor, materials, equipment, tools, excavation, removals, adjustment to finished grade and incidentals necessary for constructing these items of work and no additional compensation will be allowed therefor.

Traffic signal pull box covers shall be marked "**TRAFFIC SIGNAL**", except electrical service pull box covers, which shall be marked "**EDISON**".

Marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of the cover. Marking letters must be between 1 to 3 inches high.

Before galvanizing steel or cast-iron cover, apply marking by one of the following methods:

1. Use cast iron strip at least ¼ inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with ¼-inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.

2. Use sheet steel strip at least 0.027 inches thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with ¼-inch stainless steel rivets or ¼-inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.

3. Bead weld the letters on cover such that the letters are raised a minimum of 3/32 inch

Conduit

In addition to Section 701-12 of SSPWC, conduit shall conform to the provisions in Section 86-1.02B, "Conduit and Accessories," including installation of conduit by jacking or drilling methods, of the State Standard Specifications and these Special Provisions [Add the following]:

Traffic signal conduits located beneath roadway shall be installed at a minimum depth of 42-inches below finished surface or 6-inches below the structural section, whichever is deeper, but no more than 66-inches. Traffic signal conduits located behind curb and gutter shall be installed at a minimum depth of 30-inches below top of curb.

All new intersections shall include separate conduits for Signal Interconnect Cable (SIC) and signal wiring (including DLC). Sharing of the DLC and CCTV wiring in the same conduits with SIC is allowed on intersection modifications where conduit fill is less than 40%.

All interconnect conduits shall contain a No. 10 green insulated solid copper trace wire. All other conduits shall contain a bare, No. 8 solid copper bonding wire, which shall be soldered and crimped in each pull and connected to the ground bar in the traffic signal cabinet.

All underground conduits shall be Schedule 80 PVC confirming to 700-3.5.4 of SSPWC, unless otherwise approved by the Engineer.

Conduit runs are shown in schematic form only. Actual installations shall be done in the most direct manner.

Directional Boring

Contractor shall complete any necessary conduit runs by use of directional boring,

Contractor shall reference Caltrans Standard Specifications 20-2.07C(2)(b) for directional boring. Notify the Engineer at least 2 business days before starting bore activities.

The diameter of the boring tool for directional boring must be only as large as necessary to install the conduit.

Mineral Slurry or wetting solution may be used to lubricate the boring tool and to stabilize the soil surrounding the boring path. The mineral slurry or wetting solution must be water based.

The directional bore equipment must have direction control of the boring tool and must have an electronic boring tool location detection system. During operation, the directional bore equipment must be able to determine the location of the tool both horizontally and vertically.

When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street within two (2) feet and parallel to the gutter line of the curb by narrow trenching per City and APWA standards and approval of the Engineer. All pull boxes shall be located behind the curb or at the locations shown on the plans.

When approved by the City Engineer, trenching may be used as an alternative for directional boring. All work to install the conduits shall be considered as included in the contract price bid for traffic signals at each intersection and no additional compensation will be allowed.

Section 86-1.02(B), "Conduit and Accessories", of the Standard Specifications is amended to add: Rigid metallic conduit to be used as a drilling or jacking rod shall be fitted with a proper drill for the size hole required.

After conductors have been installed, the ends of conduits terminating in pull boxes, and in service and controller cabinets shall be sealed with an approved type of sealing compound.

Conduit placed under existing pavement shall be in a trench approximately two (2) inches wider than the outside diameter of the conduit to be installed. Trench width shall not exceed six (6) inches. The top of the installed conduit shall be a minimum of twenty-four (24) inches below finish grade with the roadway and eighteen (18) inches below finish grade elsewhere.

The conduit shall be placed in the bottom of the trench and the trench shall be backfilled with sand slurry cement, containing not less than 188 pounds of cement per cubic yard, to not less than 0.20-foot below the pavement surface for asphalt surfaced roadway. The top 0.20 feet of the asphalt surfaced roadway shall be backfilled with asphalt concrete produced from commercial quality paving asphalt and aggregates.

Insulated bonding bushings will be required on metal conduit. After conductors have been installed, the ends of conduits terminating in pull boxes and other controller cabinets shall be sealed with an approved type of sealing compound. Pull boxes shall be precast in reinforced concrete. Grouting the bottom of pull boxes will not be required. Existing pull boxes in good condition may be reused if not disturbed. Broken covers and those not conforming to the above of the requirements on the plans shall be replaced. Existing pull boxes not reused or noted for future use, including those formerly for lighting ballasts, shall be removed and salvaged and the area of removal repaired in kind with the surrounding area. Existing pull boxes within the area of curb ramps must be relocated.

No pull boxes shall be located within 1 foot of a curb ramp.

Wires, Conductors, and Cables

Conductors and wiring shall conform to the provisions in Section 86-1.02F, "Conductors and Cables," and these special provisions. All wires, conductors, and cables shall follow section 701-13 of the SSPWC.

Solder conductors by hot iron, pouring, or dipping method, connectors, and terminal lugs for conductor sizes No. 8 and smaller. Do not perform open-flame soldering.

Conductors shall be spliced using "C" shaped compression connectors. Splices in low voltage circuits (600 Volts maximum) shall be insulated by Method B.

Aluminum conductors shall not be substituted for copper.

Bonding and Grounding

Bonding and grounding shall conform to the provisions in Section 701-13.3 of SSPWC, Section 86-1.02F(2)(c)(ii), "Bonding Jumpers and Equipment Grounding Conductors," of the State Standard Specifications and these special provisions.

Groundings jumpers shall be attached by a 3/16 inch or larger brass bolt in the standard or in the pedestal, and shall be run to the conduit, ground rod, or bonding wire in the adjacent pull box. Grounding jumpers shall be visible after cap has been poured on foundations.

Services

Services shall be as indicated on the drawings and shall conform to the provisions in Section 701-14 of the SSPWC and these Special Provisions.

Street Lighting Construction

Street lighting construction shall conform to the provisions in Section 701-16 of the SSPWC and these Special Provisions.

Street Name Signs

All new street name signs shall be double sided and shall follow Table 2B-1 (CA) California Regulatory Sign and Plaque Sizes. Location of sign on mast arm will follow State of California Department of Transportation Standard Plans 2018. Bottom of sign shall be seven feet (7') minimum over sidewalk.

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have a graffiti film coating.

The date of installation of a sign is to be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Montebello" should also be embossed on the back of the sign.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) latest edition, unless otherwise shown on the plans.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

The sign panels shall include the new City seal on the left side of each panel. The City seal shall be approved by the City Engineer prior to ordering the sign panels.

All traffic signal poles shall have pertinent street name sign per the city's standard and the Engineer approval.

Message: The visible message shall be displayed from both sides of the signs and be reflectorized. Signs shall have white legends, symbols, arrows, and 3/4-inch border on green background. The legend shall be as shown on the Plans. Side margins and spacing may be compressed when necessary to stay within sign length.

All internally illuminated street name sign shall be double sided unless otherwise noted on the plans. Arrows used in street name sign shall be in the opposite direction for the reverse side of the sign.

The full-size sign layout shall be submitted to the Engineer for approval prior to fabrication. It shall be the responsibility of the contractor to keep the Engineer informed of all operations requiring inspection or approval prior to proceeding with fabrication. Internally illuminated street name signs shall be of standard size.

All equipment and hardware necessary to install the internally illuminated street name sign on the traffic signal pole or mast arm shall be included in the lump sum price bid for the contract and no additional compensation will be allowed.

Payment: if this item of work is needed, Contractor shall include the cost of labor, material, equipment and shall be included in the lump sum price bid for the contract.

Signs on Mast Arm and Traffic Signal Poles

All signs shall follow Table 2B-1 (CA) California Regulatory Sign and Plaque Sizes. Location of sign on mast arm will follow State of California Department of Transportation Standard Plans 2018. Bottom of sign shall be seven feet (7') minimum over sidewalk.

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have a graffiti film coating.

The date of installation of a sign is to be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Montebello" should also be embossed on the back of the sign.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) latest edition, unless otherwise shown on the plans.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

Payment: Contractor shall include the cost of labor, material, equipment and shall be included in the lump sum price bid for the contract.

Anti-Graffiti Coating

The contractor shall apply anti-graffiti coating to all above ground signs and signal equipment. Application of the coating shall not cause interference with the operation of the equipment.

Payment: Contractor shall include the cost of labor, material, equipment and shall be included in the lump sum price bid for the contract.

701-17 Traffic Signal Modification

Traffic signal modification shall conform to the provisions in Section 701-17 of the SSPWC and these Special Provisions.

Controller Assemblies

The existing traffic signal controller cabinet shall remain in place. However, any modifications or adjustments to the internal equipment, wiring, or configuration required as a result of the traffic signal modification shall be the responsibility of the contractor. All such changes must be reviewed and approved by the City Engineer prior to implementation.

Cabinets shall follow the state standard specifications of Section 86-1.02Q "Cabinets."

A Detector Activation Panel with momentary contact pushbutton switches for 8 vehicle phases and 4 pedestrian phases shall be provided, mounted on the front door of the cabinet, and connected to the wiring harness of the cabinet.

The contractor shall arrange to have a signal technician present at all times as the signal controller is turned on or changed over. The technician shall be fully qualified to work on the controller assembly and shall be employed by the controller manufacturer or his authorized representative.

Solid-State Switching Devices

Solid-state switching devices shall be Traffic Sensor Corporation Model 300-OICL or Agency-approved equal as needed.

Signal Faces and Signal Heads

Signal faces, signal heads and auxiliary equipment, as shown on the plans, and the installation thereof, shall conform to the provisions in Sections 86-1.02R(4), "Signal Faces," 86-1.02R(4)(d),

"Visors and Directional Louvers," 86-1.02(3), "Backplates," and 86-1.02(R)(2), "Signal Mounting Assemblies," of the State Standard Specifications and these Special Provisions.

All vehicle and pedestrian signals shall be LED. All LEDs for traffic signal units shall be furnished by the Contractor. Lenses for vehicle heads shall be 12". Vehicle heads shall come complete with housing, backplates, mounting, and sun visor. Signal section housings, backplates, and visors shall be of the metal type. The backplates including the existing shall be equipped with yellow **Retroreflective Borders**.

Pedestrian Signals

Pedestrian push button housings shall be die-cast or permanent mold cast aluminum. Pedestrian push button signs shall be porcelain enameled metal. Pedestrian signals shall be LED and follow section 701-17.7 of the SSPWC.

Pedestrian signals shall conform to the provisions in Section 86-1.02S, "Pedestrian Signal Heads," of the State Standard Specifications and these Special Provisions [Add the following]:

Pedestrians push buttons (PPB) and international symbol sign plates shall match the existing PPB manufactured Safety or approved equal. Pedestrian push button shall be the Campbell Company Pedestrian Safety's "Guardian APS" model or approved equal.

The signalized intersection shall have ADA compliant pedestrian and bicycle push buttons as specified below:

- a. PPB: New pedestrian push buttons (PPB) shall be ADA compliant Accessible Pedestrian Signals (APS) with international symbol sign plates. The sign plates shall be per California MUTCD sign specifications.
- b. BPB: New or modified bicycle push buttons (BPB) shall be ADA compliant, nonvibratory, Type B, with international symbol sign plates. The sign plates shall be with directional arrow and per California MUTCD sign specifications.
- c. Special: When applicable, provide special height push buttons for equestrian trail street crossings.
- d. ADA requirements: The pedestrian push button assembly shall be mounted such that the center of the PPB cap is located per ADA regulations or one meter (40") from the ground. Bicycle push buttons, and any other non-vibratory buttons, shall have a 2-inch diameter, stainless steel, ADA compliant push button caps.
- e. Accessible Pedestrian Signals (APS): APS push button systems shall be the field wired type, employing pedestrian head mounted interface boards. Such units shall meet all California MUTCD standards including a vibro-tactile push button, with an integrated arrow indicating crosswalk direction, an audible locator tone, programmable audible walk and clearance messages (Section 4E.11), and adjustable volume control. The ambient noise level sensor for volume control shall be co-located with

the APS station, on the same pole. All programmable functions shall be accessible from ground level at the APS station.

All furnishing and installation of pedestrian signals and push buttons shall be considered as included in the contract price bid for traffic signals modifications at the intersection and no additional compensation will be allowed.

Paint and Galvanizing

All castings and steel pipe shall be factory powder coated to a color to be specified by the Engineer and follow section 701-19 of the SSPWC.

Salvaging Electrical Equipment

Salvaging electrical equipment shall conform to the provisions in Section 701-20 of the SSPWC.

Equipment shall be salvaged as indicated on the plans. Salvaged equipment shall be the responsibility of the Contractor. The Contractor may be instructed by the City to deliver all salvaged traffic signal equipment from this project to the City's Public Works facilities. Unused underground conduit may be abandoned in place after all conductors have been removed except that conduit terminations from the conduit to be abandoned must be removed from the pull boxes to remain.

If removed electrical equipment is to be reinstalled, the contractor must supply all necessary materials and equipment, including signal mounting assemblies, anchor bolts, nuts, washers, and concrete as required to complete the new installation.

Exercise care in salvaging equipment so it will not be damaged or destroyed. Mast arms must be removed from the standards. Luminares, signal heads, and signal mounting assemblies must be removed from the standards and mast arms. Holes resulting from removing pull boxes must be filled with material equivalent to the surrounding material.

Luminares to be reinstalled must be cleaned and re-lamped.

Full compensation for salvaging and delivery of equipment shall be considered as included in the lump sum price bid for traffic signal installation and no additional compensation will be allowed, therefore.

Potholing for Utility Lines and Foundations

Foundation Holes

A one-sack slurry mix shall be used to backfill foundation holes created because of removing the existing foundations. If the area excavated for a new foundation is deemed to have unstable soil as determined by the Engineer, then the area excavated shall be backfilled with one sack slurry mix, 24 hrs. prior to re-excavation for the new foundation. Where the new foundation is within three

(3) feet of the existing foundation, the removal and backfill of the existing foundation shall occur prior to the installation of the new foundation.

Contractor shall pothole at all locations of new poles for conflict with utilities before ordering poles and payment for any necessary potholing for utility lines and foundation shall be included in this bid item for all labor materials, tools, equipment, and for doing all work involved, including traffic control and no additional compensation will be allowed.

TRAFFIC SIGNAL FIELD TESTS

Field Tests shall conform for the provisions in Section 86-1.01D(3), "Department Acceptance," of the State Standard Specifications and these special provisions.

Prior to turn-on, all equipment as shown on the plans shall be installed and operable. All louvers, hoods, and signal heads shall be directed to provide proper visibility. All signs, striping, and pavement markings as required on the plans shall be in place prior to modification completion.

SHOP DRAWINGS

No more than 60 days after the Contract award and prior to approval of any of the components listed herein, the Contractor shall submit with the Materials and Equipment List three copies of shop drawings to the Engineer for review and approve. Shop drawings shall meet the requirements of the California Department of Transportation Standard Specifications (Caltrans) and these Technical Special Provisions. City Engineer/City Traffic Engineer needs to review mock up copy before order is placed by contractor.

Payment for Traffic Signal Modification for the Intersection of Via Campo and Findlay Avenue shall be at the contract unit price per **Lump Sum (LS)** Price for the system installed complete and fully operational, and shall be considered full compensation for furnishing labor, materials, equipment, coordination, permits, and incidentals, and for doing all of the work involved in furnishing, installing, conduits, wiring, pull boxes, signs, traffic signal poles, signal heads, push bottoms, luminaires, restoration, and operationally complete in place, as shown on plans, and as specified in these special provisions.

It is the Contractor's responsibility to verify all existing facilities and shall notify the Engineer of any conflicts found during the pre-construction inspection, prior to commencement of any work. Payment for this work shall be included in the lump sum price bid and no additional compensation will be allowed therefor.

Bid Item No. 36 – Install Public Improvement Project 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: 6 feet by 4 feet with a 7 feet clearance above ground level.
- Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).
- Support: 4-inch by 4-inch by 11 feet posts.
- Mounting Brackets: Mounting brackets shall be mounted using 2 1/2 inch bolts with washers on each post. Install one bracket each a distance of 16" from the top and bottom of the sign.
- Background: 3M Diamond Grade VIP, International Orange, Engineering Grade or approved equal
- Lettering: Silkscreen enamels, Helvetica medium. (6" High).
- Sign Placement:
- A) Per State of California Manual of Traffic Controls section 5-02.4, except as indicated heron.
 - B) Sign shall be visible for minimum of 500 feet.
 - C) All signs shall be placed on the side of 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 should be placed facing each direction of traffic approaching the proposed closure area.
 - E) The sign will be moved by the Contractor per the AGENCY'S schedule.
- Duration: The signs shall be placed a minimum of two weeks prior to start of work.
- Disposition: After the Notice of Completion is issued, the signs shall become the property of the AGENCY, and the Contractor shall deliver the signs to the Public Works Facility at no expense to the AGENCY.

Payment for Installation of Public Improvement Project Signs shall be based on **Each (EA)** Unit Price 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 and filling the ground 2" holes in kind.

Bid Item No. 37 – Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties

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 reestablishment of all monuments that are disturbed through the course of completing this project.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets. A copy of each corner record shall be provided to the City 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 3-10. 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 Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties 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. 38 – Provide Material Testing Services as Directed by the Engineer - Allowance

This Contract provides an allowance of up to \$10,000 (includes actual cost plus 15% overhead of Contractor) for a geotechnical and soil compaction testing, concrete testing and AC density test (field work, office work and AC batch plant inspection). The Testing/Geotechnical Engineering Firm shall be headed by a California Registered Geotechnical Engineer and shall be approved by the City of Montebello prior to start of soil and pavement testing tasks.

All required AC and Soil tests shall be performed per City requests. All such work required by the City of Montebello will be paid by the City to the Contractor on the submittal and approval of invoices of the firm retained by the Contractor plus 15% charge for Contractor supervisory costs.

APPENDIX “A”

LIST OF STANDARD PLANS

CITY OF MONTEBELLO

FY 2024-2025 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 938

LIST OF STANDARD PLANS

Plan No.

Description

Standard Plans for Public Works Construction:

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 205-3	Sewer Manhole Adjustment
SPPWC 206-2	Manhole Raising Rings
SPPWC 523-2	Root Pruning

CALTRANS:

A20A, A20B, A20D	Pavement Markers and Traffic Lines
A24A, A24B, A24D, A24E, A24F, A24G	Pavement Markings, Arrows, Symbols, Words, Limits & Crosswalk Lines
ES-5A, ES-5B	Electrical Systems (Loop Detectors)

APPENDIX “B”

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM**

Department of Industrial Relations (DIR)

Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

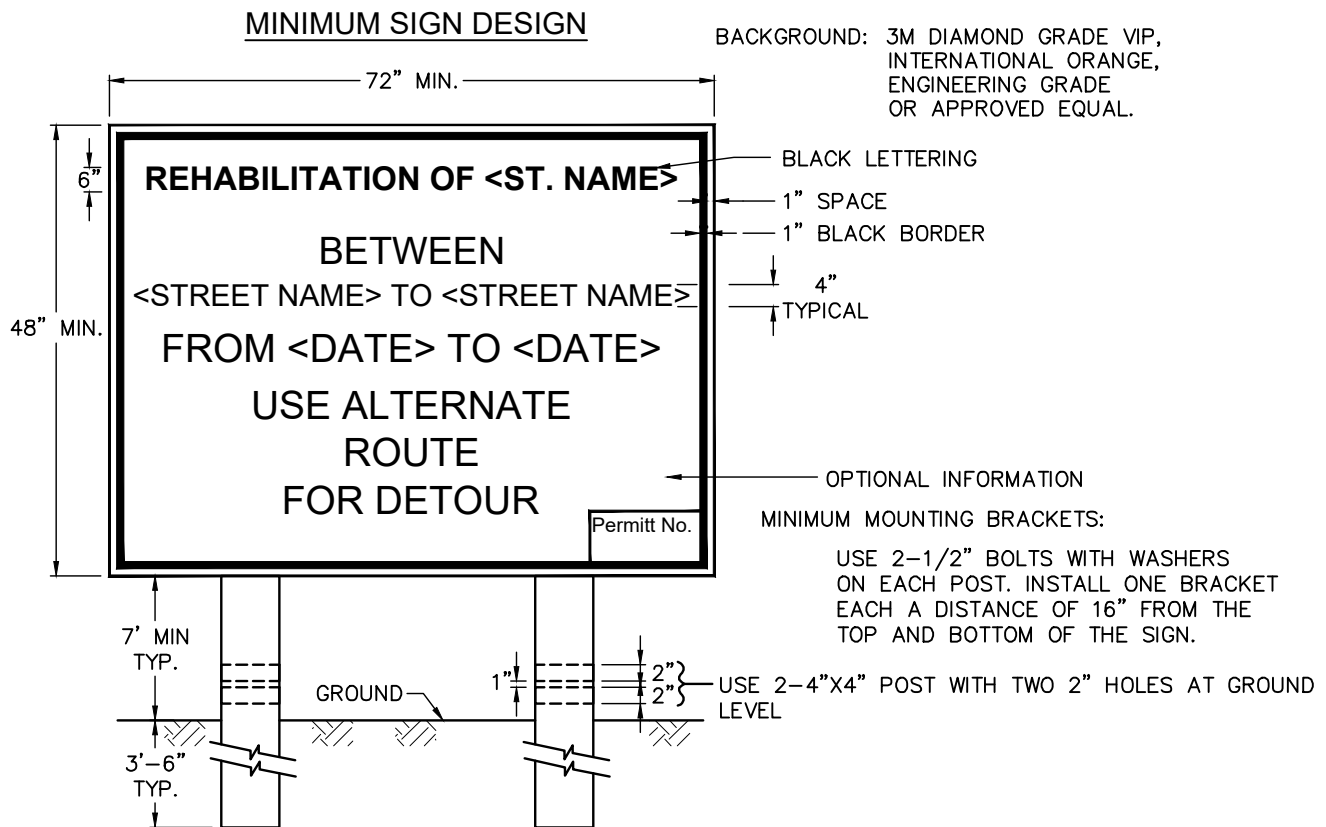
*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “C”

PROJECT SIGN

**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 OF 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.



**APPENDIX C
SAMPLE PROJECT INFORMATION SIGN**

APPENDIX “D”

PROJECT LABOR AGREEMENT NO. 4202

**AGREEMENT NO. 4202 – LOS ANGELES/ORANGE
COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL AND THE SIGNATORY CRAFT
COUNCILS AND UNIONS**



Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
Fax (213) 483-4419



May 1, 2024

City of Montebello
Attn: Kimberly Guillen,
Administration Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Project Labor Agreement between the City of Montebello and the Los Angeles/Orange Counties
Building and Trades Council

Dear Ms. Guillen,

Enclosed you will find signed fully executed Project Labor Agreement between the City of Montebello and
the Los Angeles/Orange Counties Building and Trades Council.

If you should have any questions, please call me at the Council office.

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF MONTEBELLO PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and between the City of Montebello and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every applicable contract for Project Work to be awarded by the City.

ARTICLE I **DEFINITIONS**

Section 1.1 "Agreement" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the City as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Montebello.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such

Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "City Project" or “Project Work” means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below, excluding those listed under Section 2.5 below.

Section 1.10 “Local small business enterprise” means that which is organized for profit; has a place of business in the US with a main office in Los Angeles County in the past 12 months; operates primarily within the US or makes significant contributions to the US economy through payment of taxes or use of American products, materials or labor; is independently owned and operated and is not dominant in its field on a national basis; has 15 or fewer employees and an average annual gross receipts of \$10 million or less for the last 3 years.

Section 1.11 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City’s Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City’s facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation, unless specifically excluded in the definition of a Project.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade contracts that exceed \$500,000 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed the Uniform Public Construction Cost Accounting Act (UPCCA) formal bidding threshold of \$200,000 and all subcontracts arising from these specialty contracts. In the event of an amendment to the UPCCA resulting in an increase of the formal bidding threshold established within the law, this subsection (b) shall reflect the same;

(c) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a "Proprietary Interest" in a project. For the purposes of this Article, Proprietary Interest means: Where the City owns all or part of the project site or project to be developed, has an investment in the project site or project to be developed that exceeds two-million dollars, will receive income and/or tax increments from the project that exceeds two-million dollars, provides for financing of the project, or arranges for grants to supplement project financing.

(d) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the City, Project Labor Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees

where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Materials Testers (collectively "Inspectors") are covered crafts under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Crafts. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of a Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, City or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement;

(k) Work on the Project performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action outside of the Contractor's control;

(l) Any projects to take place on the following parcels relating to the golf course area: 5267-010-908, 5267-010-907, 5267-006-901, 5267-006-900, 5267-009-901, 5267-007-900, 5267-007-901, 5267-009-900, 5267-009-902, and 5267-009-904 (see Attachment E for Parcel Map), except for projects approved under the Park Master Plan for the golf course parcels identified herein that satisfy the thresholds set forth in Section 2.2 of this Agreement that are to take place on the parcels listed herein. The Park Master Plan for the golf course parcels

identified herein is a document intended to be approved, evaluated, and considered by the City Council at a future date; and

(m) Grant funded collaborations/ formula funded projects that conflict with this agreement; and projects that have been let out for bids before the execution of this Agreement.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 and subject to the work thresholds set forth in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3 **UNION RECOGNITION AND EMPLOYMENT**

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the

foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local business enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder

of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

Section 3.6 To facilitate the dispatch of area residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When area residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process,

to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4 **UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the

Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and

state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits
Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if

any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities;
- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

- (a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;
- (b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work

with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period,

the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) David Weinberg; (6) Najeeb Khoury; and (7) Andrea Dooley. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10

REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11

SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12

APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13

PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to

commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14 **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

- a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and
- b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and
- c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15 **SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that

if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16

WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18

DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from January 1, 2024, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Project Labor Coordinator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated, and to be effective as of January 1, 2024.

CITY OF MONTEBELLO

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____

David N. Torres
Mayor

By: _____

Ernesto Medrano
Executive Secretary

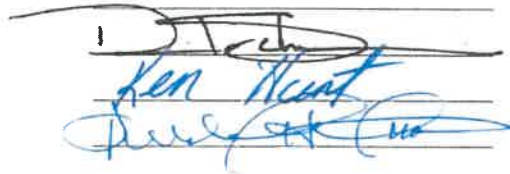
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 600)
 Electricians (Local 11)
 Elevator Constructors (Local 18)
 Guniters Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 District Council of Laborers
 Laborers (Local 300)
 Laborers (Local 1184)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers Local 78)
 Pipe Trades (Sprinkler Fitters Local 709)
 Plasterers (Local 200)
 Plaster Tenders Local (1414)
 Roofers & Waterproofers (Local 36)
 Sheet Metal Workers (Local 105)
 Teamsters (Local 986)
 Western States Regional Council of Carpenters

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Todd Golden
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LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

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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
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91102	91353	91770
91103	91501	91771
91104	91502	91772
91105	91503	91775
91106	91504	91776
91107	91505	91778
91108	91506	91780
91109	91507	91790
91110	91508	91791
91114	91510	91793
91115	91521	91801
91116	91522	91802
91117	91523	91803
91118	91526	91804
91121	91601	91896

91899

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF MONTEBELLO CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Montebello Project Labor Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Project Labor Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ **Contact Fax:** () _____

PLEASE PROVIDE THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
LOS ANGELES/ORANGE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee

shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol

pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed

medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

7. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

8. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E
Golf Course Parcel Map



Notice of Exemption

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: FY 2024-2025 SB 1 Street Construction Project (CP 938)

Project Applicant: City of Montebello

Project Location - Specific: 1st St.: Poplar Way to Whittier Blvd; Via Campo: Garfield Ave. to Gerhart Ave.; Vail Ave.: Beverly Blvd to Washington Blvd; Madison Ave: Vail Ave. to Wilcox Ave.; 18th St.: Beverly Blvd to Whittier Blvd; 16th St.: Cleveland Ave. to Madison Ave.; Cleveland Ave.: Maple Ave. to Montebello Blvd; Via Val Verde: Concourse Ave. to Beverly Blvd; Maple Ave.: Loma Road to Westmoreland Drive; Perry Ave.: Germain Drive to Westmoreland Drive

Project Location – City: Montebello

Project Locations – County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: Asphalt pavement rehabilitation, street resurface and enhanced American with Disabilities Act (ADA) accessibility path of travel.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: Cesar Roldan, Director of Public Works

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a)); Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: 15301 Class 1
- ☐ Statutory Exemptions. State code number:
- ☐ _____

Reasons why project is exempt: Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project location listed above are street locations that will be resurfaced during the course of this project.

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: _____

Title: _____

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 # 30

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

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

**SUBJECT: APPROVE LEASING OF VEHICLE PURCHASE AND PROCUREMENT
OF VEHICLE UPFITTING AND COMMUNICATIONS EQUIPMENT FOR
FIRE DEPARTMENT NON-EMERGENCY RESPONSE VEHICLES**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the acquisition of three (3) vehicles for the Fire Department from Chevrolet of Montebello; and
2. Authorize the City Manager to execute Agreement No. 4365 with Lease Servicing Center, Inc. dba NCL Government Capital for vehicle financing (lease to own) in the amount of \$160,801 plus accrued interest over the term of the agreement; and
3. Authorize one member of the Montebello City Council and the City Clerk to sign a Lessee Resolution (Exhibit E of Attachment B) to approve the lease and confirm the City Manager is an authorized individual to execute related documents; and
4. Authorize a \$500 payment to Lease Service Center, Inc. dba NCL Government Capital for a one-time documentation and processing fee; and
5. Approve the purchase and installation of related vehicle equipment, including camper shells, Motorola communications equipment, K-9 transport components, and other emergency response gear for the vehicles; and
6. Amend the Fiscal Year 2025–26 Adopted Operating Budget by increasing appropriations by \$45,000 in Account No. 100-85-860-6080.60 (General Fund, Fire, Fire Suppression, Vehicle Parts/Equipment) and \$60,000 in Account No. 100-85-880-6010.10 (General Fund, Fire, Communications, Machinery & Equipment); and
7. Authorize a \$60,000 increase to the existing Purchase Order with Motorola Solutions for the purchase of vehicle communications equipment related to the acquisition of these three (3) Fire Department vehicles; and

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

FISCAL IMPACT:

The total cost to procure and equip three Fire Department vehicles is approximately \$266,300. This includes \$160,801 for vehicle purchases (inclusive of taxes and fees) which will be financed over a five-year term, \$500 for leasing documentation and processing fees, and \$105,000 for upfitting services and purchase of equipment for all three vehicles, including truck camper shells, K-9 transport equipment, communications systems, emergency lighting/sirens, vehicle decals, etc..

Staff recommend financing the vehicle purchases through a 60-month finance agreement with NCL Government Capital (via Sourcwell Contract No. 092424-NCL) with an interest rate of 6.203%. The agreement includes a 12-month payment deferral, resulting in no fiscal impact to the Fiscal Year 2025-26 budget for vehicle financing. Annual payments of approximately \$38,385 will commence in FY 2026–27 (August, 2026), and appropriations for the annual lease payment will be included in that fiscal year's budget (Exhibit B of Attachment B).

To cover vehicle upfitting expenses, staff recommend increasing appropriations by \$45,000 in Account No. 100-85-860-6080.60 (General Fund, Fire, Fire Suppression, Vehicle Parts/Equipment) and \$60,000 in Account No. 100-85-880-6010.10 (General Fund, Fire, Communications, Machinery & Equipment).

BACKGROUND/DISCUSSION:

The Montebello Fire Department has continued to grow in both staffing and programmatic responsibilities over the past several years. As part of its expanded mission, the Department has launched the Montebello Community Assistance Program (MCAP), re-established the Urban Search and Rescue (USAR) team, and increased participation in mutual-aid wildland deployments. These advancements have led to a need for additional and specialized vehicles to support operational capacity.

MCAP is a field-based outreach program that assists community members facing complex challenges such as homelessness, behavioral health conditions, and chronic medical issues. While the program is designed to deploy two response teams, it currently operates with only one vehicle. The second vehicle previously assigned to MCAP was strategically repurposed as a reserve paramedic rescue squad to ensure continuity of emergency medical services during equipment downtime. Although this decision helped avoid the capital expenditure of procuring an additional paramedic squad (several hundred thousand dollars), it left MCAP unable to deploy two teams simultaneously. To restore full program functionality, staff recommend the purchase of a 2025 Chevrolet Silverado 1500 4WD Crew Cab, equipped with a camper shell and emergency response lighting.

The Department is also reintroducing its USAR program, which now includes a certified search-and-rescue K-9 team. A dedicated vehicle is needed to transport the K-9 unit and

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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handler, along with necessary emergency and communications equipment. Staff recommends the acquisition of a 2025 Chevrolet Traverse AWD, outfitted with K-9 transport features such as secured cages, rear-cabin climate control, radio communications, and scene lighting.

Increased Fire Department staffing has also allowed Montebello to resume participation in reimbursable statewide wildland fire deployments. However, the primary vehicle used to transport crews to these assignments is over 20 years old and increasingly unreliable for critical deployments. Staff recommend replacing it with a 2025 Chevrolet Silverado 2500 4WD Crew Cab, appropriately outfitted to support wildland team mobilization and incident response with a camper shell, emergency lighting, and communications equipment.

Given the high priority of this procurement, coupled with the extreme lead time currently needed in purchasing vehicles of any type, it is necessary to secure them outside of the City's established vehicle procurement process. The City's recently established (i.e., post-pandemic) process for vehicle procurement involves piggybacking off a previously, competitively bid contract as allowed by Montebello Municipal Code Section 3.20.125(A). Typically, this involves a national contract such as Sourcewell or similar entity that utilizes cooperative agreements competitively bid.

Staff reviewed options, and at this time, National Auto Fleet Group, the Sourcewell-awarded contract for government vehicles, has the Chevrolet Silverado and Traverse unavailable with the message "Next year model coming soon", which means that this vendor is not quoting or selling these models, and it may be some time until the 2026 models are available for purchase.

Therefore, staff recommends procurement of the three Fire Department vehicles utilizing the exception to normal bidding procedures allowed by Municipal Code Section 3.20.050(D):

"City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same"

Staff solicited quotes from nearby dealerships and received the lowest responsive bid from Chevrolet of Montebello in the amount of \$160,801, inclusive of taxes and fees (Attachment A). Quotes from other vendors were higher or incomplete. George Chevrolet, for example, failed to respond with a full quote for all three requested vehicle types. Chevrolet of Montebello also disclosed that they are unable to process government-exempt DMV registrations. To reduce overall cost, the City will complete vehicle registration directly with the DMV upon delivery, instead of paying the full consumer registration fee.

In light of extended delivery timelines for government fleet vehicles and the urgency of

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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restoring full operational readiness, staff recommend proceeding with this purchase under the municipal code's emergency exception (Chapter 3.20.050(D)), and entering into a 60-month lease agreement with NCL Government Capital for vehicle financing. The financing arrangement allows for a one-year deferral of the first payment, which would occur during FY 2026-27 (August, 2026), reducing the current fiscal year's impact on the General Fund.

The three vehicles will require upfitting with specialized equipment to support emergency operations. This includes the installation of mobile radios, portable radios, emergency lighting, sirens, camper shells for secure storage on the two trucks, vehicle decals, and K-9 transport equipment for the USAR vehicle. To achieve cost savings, the City's Communications Division will perform the installation of the emergency lighting, sirens, communication equipment, and K-9 equipment internally rather than contracting with outside vendors.

The projected cost for the necessary equipment, including three mobile radios, three portable radios, emergency lighting and sirens, camper shells, vehicle decals, and K-9 equipment, is estimated at approximately \$105,000. This estimate reflects equipment purchases only, as installation labor will be completed by City staff.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The Fire Department is requesting authorization to purchase and equip three vehicles necessary to support the continued growth and operational readiness of its core programs, including the Montebello Community Assistance Program (MCAP), the re-established Urban Search and Rescue (USAR) team, and wildland mutual-aid deployments (Attachment A).

Due to limited vehicle availability through national cooperative contracts and the time-sensitive nature of these procurements, staff is recommending the City Council approve the acquisition of the vehicles from Chevrolet of Montebello using the exception provided under Montebello Municipal Code Section 3.20.050(D). The vehicles will be financed through a lease to own financing agreement with NCL Government Capital over 60 months, with no payments required during the first 12 months (Attachment B).

Staff also recommend a budget amendment to the Fiscal Year 2025-26 operating budget in the amount of \$105,000 to cover upfitting and outfitting costs for these units to ensure they are properly equipped for emergency response and field operations, by increasing appropriations by \$45,000 in Account No. 100-85-860-6080.60 (General Fund, Fire, Fire Suppression, Vehicle Parts/Equipment) and \$60,000 in Account No. 100-85-880-6010.10

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

Page 5 of 5

(General Fund, Fire, Communications, Machinery & Equipment).

ATTACHMENT(S)

1. Attachment A - Vehicle Quotes
2. Attachment B - Leasing Agreement and Documents

Retail Worksheet			Make Primary	Send To F&I
Deal Deal # 173650 Deal Date 04/23/2025 Deal Type Retail Financial Inst. CASH Program Normal Deal Status Stored Sales Price MSRP 0.00 Discount -51,450.00 Selling Price 51,450.00 Aftermarkets 0.00 Doc Fee 85.00 VSI Premium 0.00 ESC Premium 0.00 Maintenance 0.00 GAP Premium 0.00 LAH/IUI 0.00 Prior Lease Bal 0.00 License Fee 0.00 Dealer Fees 0.00 Total Fees 42.75 Total Taxes 5,411.17 Total Price 56,988.92 Trade Difference 51,450.00 Down Payment Cash Down 0.00 Deposit 0.00 Total Rebates 0.00 Total Trade Allow 0.00 Total Trade Payoff 0.00 Total Net Trade 0.00 Total Def Down 0.00 Total Down Payment 0.00 Payment Term 1 Sell Rate 0 AOR # Days 1st Payment 45 Payments Per Year 12 1st Payment Date 06/07/2025 Prepaid Fin Charge 0.00 APR Amount Financed 56,988.92 Finance Charge 0.00 Total of Payments 56,988.92 Total Sales Price 56,988.92 Payment 56,988.92				
Vehicle Rates Detach ☒ New ☐ Used ☐ Demo ☐ Cert. Stock # A0621 1 Year 2025 Make ☒ CHEVROLET TRUC Model SILVERADO 1500 Style CREW CAB 4WD 143. Odometer 5 Buyer Customer # Last MONTEBELLO First FIRE DEPARTMENT Company Reg State CA County LOS ANGELES				

Retail Worksheet		Make Primary Send To F&J					
Deal Deal # 173650 🔍 Deal Date 04/23/2025 📅 Deal Type Retail ▼ Financial Inst. CASH 🔍 Program Normal ▼ Deal Status Stored		Sales Price MSRP 0.00 Discount 51,450.00 Selling Price 51,450.00 Aftermarkets 0.00 Doc Fee 85.00 VSI Premium 0.00 ESC Premium 0.00 Maintenance 0.00 GAP Premium 0.00 LAH/IUI 0.00 Prior Lease Bal 0.00 License Fee 0.00 Dealer Fees 0.00 Total Fees 42.75 Total Taxes 5,411.17 Total Price 56,988.92 Trade Difference 51,450.00		Down Payment Cash Down 0.00 Deposit 0.00 Total Rebates 0.00 Total Trade Allow 0.00 Total Trade Payoff 0.00 Total Net Trade 0.00 Total Def Down 0.00 Total Down Payment 0.00		Payment Term ▲▼ 1 Sell Rate 0 AOR # Days 1st Payment 45 Payments Per Year 12 1st Payment Date 06/07/2025 📅 Prepaid Fin Charge 0.00 APR Amount Financed 56,988.92 Finance Charge 0.00 Total of Payments 56,988.92 Total Sales Price 56,988.92 Payment 56,988.92	
Vehicle Rates Detach ☒ New ☐ Used ☐ Demo ☐ Cert. Stock # A0021 🔍 1 Year 2025 📅 Make ☒ CHEVROLET TRUC 🔍 Model SILVERADO 2500 Style CREW CAB 4WD 143 Odometer 5							
Buyer Customer # 🔍 Last MONTEBELLO First FIRE DEPARTMENT Company Reg State CA ▼ County LOS ANGELES ▼							

City of Montebello

Retail Worksheet

Make Primary

Send To F&I

Deal

Deal # 173650
 Deal Date 04/23/2025
 Deal Type Retail
 Financial Inst. CASH
 Program Normal
 Deal Status Stored

Sales Price

MSRP 0.00
 Discount -42,250.00
 Selling Price 42,250.00
 Aftermarkets 0.00
 Doc Fee 85.00
 VSI Premium 0.00
 ESC Premium 0.00
 Maintenance 0.00
 GAP Premium 0.00
 LAH/TUI 0.00
 Prior Lease Bal 0.00
 License Fee 0.00
 Dealer Fees 0.00
 Total Fees 42.75
 Total Taxes 4,445.17
 Total Price 46,822.92
 Trade Difference 42,250.00

Down Payment

Cash Down 0.00
 Deposit 0.00
 Total Rebates 0.00
 Total Trade Allow 0.00
 Total Trade Payoff 0.00
 Total Net Trade 0.00
 Total Def Down 0.00
 Total Down Payment 0.00

Payment

Term 1
 Sell Rate 0
 AOR
 # Days 1st Payment 45
 Payments Per Year 12
 1st Payment Date 06/07/2025
 Prepaid Fin Charge 0.00
 APR
 Amount Financed 46,822.92
 Finance Charge 0.00
 Total of Payments 46,822.92
 Total Sales Price 46,822.92

Payment 46,822.92

Vehicle Rates Detach

☒ New ☐ Used ☐ Demo ☐ Cert.

Stock # A0430
 Year 2025
 Make CHEVROLET TRUC
 Model TRAVERSE AWD
 Style 4DR LT
 Odometer 5

Buyer

Customer #
 Last MONTEBELLO
 First FIRE DEPARTMENT
 Company
 Reg State CA
 County LOS ANGELE

F9 = Jump

Record Modified

FINVRW00

SESPINOZA

01/FANDI01

768/61646

INS 20995



Order Details - Order #FDJF3V ⓘ

Customer Dealer

BAC Information

Charge-to BAC 261230
 Charge-to BFC 1
 Ship-to BAC 261230
 Ship-to BFC 1
 Contact Name
 Contact Phone

DAN
DEMF

Stock No.

Model/Order Information

Model Year 2025
 Division CHEVROLET
 Distribution Entity FLT Fleet
 Order Type FNR - Fleet Commercial
 Allocation Group CHDCRW
 Model CK20743 - 2500HD Silverado: 4WD Standard Box Crew Cab
 TPW
 Requested TPW 4/7/25
 Current Event 1000
 Current Event Description Order Request Accepted by GM
 Estimated Delivery Date
 VIN
 Request ID FDJF3V
 Assigned
 MSRP w/DFC \$55,850.00
 MSRP \$53,855.00
 Invoice w/DFC W/A
 Invoice W/A
 GMS w/DFC W/A
 GMS W/A
 Supplier w/DFC W/A
 Supplier W/A

2500
 MSRP = \$55,850
 Your Price
 \$51,450

Vehicle Specifications

PEG 1WT - Work Truck Preferred Equipment Group
 Color G7C - Red Hot
 Trim H2G - 1WT-Vinyl, Jet Black, Interior Trim
 Engine L8T - Engine: 6.6L, V-8, SIDI
 Transmission MKM - 10-Speed Automatic
 Emissions YF5 - California Emissions
 Ordered Options

1WT - Work Truck Preferred Equipment Group ⓘ

AKO - Glass, Deep Tinted ⓘ

AQQ - Keyless Remote Entry

AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature ⓘ

BG9 - Floor Covering: Rubberized Vinyl, Black ⓘ

C49 - Defogger, Rear Window, Electric ⓘ

DD8 - ISRV Mirror, Electro-chromatic ⓘ

DWI - Mirrors, O/S: Pwr Fold, Man. Ext., Heat, Turn Indicator ⓘ

- E63 - Durabed
- G7C - Red Hot
- G80 - Auto Locking Differential, Rear
- GT4 - Rear Axle: 3.73 Ratio
- H2G - 1WT-Vinyl, Jet Black, Interior Trim
- IOR - Chevrolet Infotainment, 7" Color Screen
- JGD - GVW Rating 10,450 Lbs
- JL1 - Integrated Trailer Brake Controller
- K34 - Cruise Control
- K47 - Heavy Duty Air Filter
- KC4 - Cooler, Engine Oil
- KI4 - 120 Volt Electrical Receptacle, In Cab
- KNP - Transmission Cooling System
- KW7 - Alternator, 170 AMP
- L8T - Engine: 6.6L, V-8, SIDI
- MKM - 10-Speed Automatic
- NQF - Transfer Case: w/ Rotary Dial Control, Electronic Shift
- PCV - 1WT Convenience 1 Package
- PQA - 1WT/1FL Safety Package

- PYN - Wheels: 17" Steel, Painted
- QHJ - Tires: LT245/75 R17E All Season, Blackwall
- QK1 - Standard Tailgate
- QT5 - Tailgate Function-EZ Lift, Power Lock & Release
- R9W - Mobile Service Plus Delete
- SAF - Spare Tire Lock
- TQ5 - Headlamps, IntelliBeam
- UD5 - Parking Assist, Front & Rear Sensors
- UE1 - OnStar Communication System
- UE4 - Following Distance Indicator
- UEU - Sensor, Forward Collision Alert
- UHY - Automatic Emergency Braking
- UKJ - Sensor, Front Pedestrian Braking
- V46 - Bumper, Front, Chrome
- V76 - Recovery Hooks
- VJH - Bumper, Rear, Chrome Step
- VK3 - Front License Plate Mounting Provisions
- YF5 - California Emissions
- Z82 - Trailing Package

Customer Information

Customer Type	Business
Business Name	CITY OF MONTEBELLO
Email	
Daytime Phone	3232161521
Address	1166 S GREENWOOD AVE
City	MONTEBELLO
Zip/Postal Code	90640
Province, State, or Territory	CA
Country	US

Fleet Information

Primary FAN	876761
End-User FAN	
PO #	

Event History

		Global Filter	
		Total Records: 2	
		1	
		10	
1000	Order Request Accepted by GM	3/12/25	3/12/25, 2:38:43.682 PM
1001	Order Request Added	3/12/25	3/12/25, 2:38:43.682 PM



Order Details - Order #FDJFZ7 ⓘ



Customer Dealer

BAC Information

Charge-to BAC 261230
 Charge-to BFC 1
 Ship-to BAC 261230
 Ship-to BFC 1
 Contact Name
 Contact Phone

DAN
DE4MF

Stock No.

Model/Order Information

Model Year 2025
 Division CHEVROLET
 Distribution Entity FLT Fleet
 Order Type FNR - Fleet Commercial
 Allocation Group GLDCRW
 Model CK10543 - 1500 Silverado: 4WD, Short Crew
 TPW
 Requested TPW 4/7/25
 Current Event 1000
 Current Event Description Order Request Accepted by GM
 Estimated Delivery Date
 VIN
 Request ID FDJFZ5
 Assigned
 MSRP w/DFC \$55,995.00
 MSRP \$54,000.00
 Invoice w/DFC W/A
 Invoice W/A
 GMS w/DFC W/A
 GMS W/A
 Supplier w/DFC W/A
 Supplier W/A

LT

MSRP = \$55,995

YOUR PRICE:

\$51,450

Vehicle Specifications

PEG 1LT - LT Preferred Equipment Group
 Color G7C - Red Hot
 Trim H0Y - 1LT/1SF/2LT/2Z7-Leather, Jet Black, Interior Trim
 Engine L3B - Engine: TurboMax
 Transmission MFC - 8-Speed Automatic
 Emissions YF5 - California Emissions
 Ordered Options

1LT - LT Preferred Equipment Group ⓘ

A2X - Power Seat Adjuster (Driver's Side) ⓘ

A48 - Window, Power Rear Sliding ⓘ

AK0 - Glass, Deep Tinted ⓘ

AVJ - Keyless Open & Keyless Start

AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature ⓘ

B30 - Floor Covering: Carpet, Color Keyed ⓘ

B59 - Remote Start Package

BTV - Remote Engine Starting Pkg

C49 - Defogger, Rear Window, Electric 	QBN - Tires: 255/70 R17 All Season, Blackwall 
C5W - GVW Rating 7000 Lbs	QBR - Tire, Spare: 255/70 R17 All Season, Blackwall
CJ2 - Climate Control, Electronic - Multi-zone 	QK1 - Standard Tailgate 
CXH - 1LT/1SP/2LT Leather Package	QT5 - Tailgate Function-EZ Lift, Power Lock & Release 
DLF - Mirrors, O/S: Power, Heated 	R9W - Mobile Service Plus Delete
E63 - Durabed	SAF - Spare Tire Lock
G7C - Red Hot 	SNR - Rear Seat: Folding w/ Deluxe Storage 
G80 - Auto Locking Differential, Rear	TQ5 - Headlamps, Intellibeam
GU6 - Rear Axle: 3.42 Ratio	U2K - SiriusXM Satellite Radio (subscription)
H0Y - 1LT/1SP/2LT/2Z7-Leather, Jet Black, Interior Trim 	UBI - 2-USBs, Second Row Charge/Data Ports 
I0K - Chevrolet Infotainment, Enhanced connectivity 2.0 	UE1 - OnStar Communication System 
JL1 - Integrated Trailer Brake Controller 	UE4 - Following Distance Indicator
K34 - Cruise Control 	UEU - Sensor, Forward Collision Alert 
KA1 - Heated Seats, Front 	UF2 - Lighting, Cargo Box, LED
KI3 - Heated Steering Wheel 	UG1 - Homelink Garage Door Opener
KI4 - 120 Volt Electrical Receptacle, In Cab 	UHX - Lane Keep Assist/Departure Warning
KW5 - Alternator, 220 AMP	UHY - Automatic Emergency Braking
L3B - Engine: TurboMax 	UK3 - Radio Controls -Steering Wheel 
MFC - 8-Speed Automatic 	UKJ - Sensor, Front Pedestrian Braking
N37 - Steering Column, Manual Tilt & Telescoping 	UQF - Speaker System: Standard Sound System 
PCL - 1LT/1SP/2LT Convenience 1 Package	UTJ - Theft Protection System, Unauthorized Entry
PCM - 1LT/1SP/2LT Convenience 2 Package	V46 - Bumper, Front, Chrome 
PDU - 1LT/1SP All-Star Edition	V76 - Recovery Hooks 
PED - Chevy Safety Assist	VJH - Bumper, Rear, Chrome Step 
PZ8 - Hitch Guidance with Hitch View and Image Adjustment	VK3 - Front License Plate Mounting Provisions 
Q5U - Wheels: 17" Bright Silver Painted Aluminum 	YF5 - California Emissions
	Z82 - Trailing Package 

Customer Information

Customer Type	Business
Business Name	CITY OF MONTEBELLO
Email	
Daytime Phone	3232161521
Address	1166 S GREENWOOD AVE
City	MONTEBELLO
Zip/Postal Code	
Province, State, or Territory	CA
Country	US

Fleet Information

Primary FAN	876761
End-User FAN	
PO #	



Vehicle Locator

Dealer Information

CHEVROLET OF MONTEBELLO
310 W WHITTIER BLVD
MONTEBELLO, CA 90640
Phone: 323-515-1546
Fax: 323-271-3482

Model Year: 2025

Make: Chevrolet

Model: Traverse

1LB56-LT

PEG: 2LT-LT Package (AWD)

Primary Color: GAZ-Summit White

Trim: HHJ-Jet Black Evotex

Engine: LK0-Engine, 2.5L Turbo DOHC

Transmission: MF8-Transmission, 8-speed automatic

Event Code: 5000-Delivered to Dealer

Order #: FBFZP1

MSRP: \$45,095.00

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

your price \$42,250 + Fees

Additional Vehicle Information

Vehicle Options

Chargeable Options

HHJ-Jet Black Evotex

MSRP

\$1,000.00

No Cost Options

LK0-Engine, 2.5L Turbo DOHC

MF8-Transmission, 8-speed automatic

YF5-California Emissions

Other Options

2LT-LT Package (AWD)

ARU-Glass, Rear, deep Tint

CTB-Intersection Automatic Emergency Braking

D31-Mirror, rearview manual day/night

FE2-Suspension, Ride and Handling

IVE-Infotainment Virtual Cockpit System, High

KI3-Heated Steering Wheel

N53-Steering Wheel, wrapped

QO5-Tire, 255/65R18 All-Season BW

TCP-Liftgate, Power Hands-Free with Presence

UE1-OnStar

UKM-Lane Keep Assist with Lane Departure Warning, enhanced

UQF-Speaker System, 6-Speaker

V08-Cooling System, HD

VK3-License Plate Front Mounting Pkg.

ABE-Seating, 7-Passenger (2-2-3 seating configuration)

BTB-Remote Engine Start

CTT-Hitch Guidance

F48-All-Wheel Drive

GAZ-Summit White

KA1-Heated Front Seats

KSG-Adaptive Cruise Control

PZ8-Image Adjustment Hitch View

SGE-Wheel, 18" Grazen Metallic, machined-face aluminum

UD7-Rear Park Assist

UGN-Enhanced Automatic Emergency Braking

UOW-Side Bicyclist Alert

UVZ-Reverse Automatic Braking

V92-Trailer Provisions

ZL3-Convenience Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



Order Workbench

Puente Hills

Order Details - Order #FDTX46

Displayed: 3/17/25 at 04:11:10 PM EDT
Printed By: Truex, Denise

BAC Information

Contact Name	Contact Phone	Stock No.
DAN FIRE		

Model/Order Information

Configuration Description	City of Montebello Fire Dept	VIN		
Model Year	2025	Request ID	FDTX46	
Division	CHEVROLET			
Distribution Entity	FLT			
Order Type	FNR - Fleet Commercial			
Allocation Group	CHDCRW			
Model	CK20743 - 2500HD Silverado: 4WD Standard Box Crew Cab			
TPW				
Requested TPW	4/7/25			
				MSRP W/DFC
				\$74,705.00

Vehicle Specifications

PEG	1LT - LT Preferred Equipment Group	Trim	H0Y - 1LT/1SP/2LT/2Z7-Leather, Jet Black, Interior Trim	Transmission	MGM - 10-Speed Automatic
Color	G7C - Red Hot	Engine	L5P - Engine: 6.6L V8 DuraMax Diesel, Turbo	Emissions	YF5 - California Emissions
Ordered Options					
1LT	LT Preferred Equipment Group		NZZ	Skid Plate	
9L7	Uppfitter / Accessory Electrical Switches		PCL	1LT/1SP/2LT Convenience 1 Package	
A2X	Power Seat Adjuster (Driver's Side)		PCM	1LT/1SP/2LT Convenience 2 Package	
A48	Window, Power Rear Sliding		PQB	Safety Package	
A50	Seats: Front, Bucket, Full Feature		PYQ	Wheels: 17" Aluminum	
AKO	Glass, Deep Tinted		PZ8	Hitch Guidance with Hitch View and Image Adjustment	
AVJ	Keyless Open & Keyless Start		QK1	Standard Tailgate	
B30	Floor Covering: Carpet, Color Keyed		QT6	Tailgate Function---Power Up and Down	

B59	Remote Start Package	QXT	Tires: LT265/70 R17 All Terrain, Blackwall
BHP	Diesel Engine Winter Cover	R9W	Mobile Service Plus Delete
BTV	Remote Engine Starting Pkg	RFJ	Fleet Customer
C49	Defogger, Rear Window, Electric	SAF	Spare Tire Lock
C7A	GVW Rating 10,000 Lbs	SNR	Rear Seat: Folding w/ Deluxe Storage
CJ2	Climate Control, Electronic - Multi-zone	T3U	LED Fog Lamps, Front
CXH	1LT/1SP/2LT Leather Package	TQ5	Headlamps, IntelliBeam
D07	Center Floor Console, fixed	TRG	Trailer Camera Provisions
DD8	ISRV Mirror, Electro-chromatic	U2K	SiriusXM Satellite Radio (subscription)
DWI	Mirrors, O/S: Pwr Fold, Man. Ext., Heat, Turn Indicator	UBC	2-USBs, First Row Charge/Data Ports
E63	Durabed	UBI	2-USBs, Second Row Charge/Data Ports
FPF	Diesel Particulate Filter--Manual Regeneration	UD5	Parking Assist, Front & Rear Sensors
G7C	Red Hot	UE1	OnStar Communication System
G80	Auto Locking Differential, Rear	UE4	Following Distance Indicator
GU6	Rear Axle: 3.42 Ratio	UET	Smart Trailer Indicator
H0Y	1LT/1SP/2LT/2Z7-Leather, Jet Black, Interior Trim	UEU	Sensor, Forward Collision Alert
IOK	Chevrolet Infotainment, Enhanced connectivity 2.0	UF2	Lighting, Cargo Box, LED
JHD	Hill Descent Control	UG1	Homelink Garage Door Opener
JL1	Integrated Trailer Brake Controller	UHY	Automatic Emergency Braking
K05	Engine Block Heater	UK3	Radio Controls -Steering Wheel
K34	Cruise Control	UKJ	Sensor, Front Pedestrian Braking
K40	Diesel Engine Exhaust Brake	UKV	Trailer Side Blind Zone Alert
K47	Heavy Duty Air Filter	UTJ	Theft Protection System, Unauthorized Entry
K4C	Wireless Charging	UVN	Bed View Camera
KA1	Heated Seats, Front	V46	Bumper, Front, Chrome
KC4	Cooler, Engine Oil	V76	Recovery Hooks
KI3	Heated Steering Wheel	VJH	Bumper, Rear, Chrome Step
KI4	120 Volt Electrical Receptacle, In Cab	VK3	Front License Plate Mounting Provisions
KNP	Transmission Cooling System	VQ1	Holdback, Fleet Dealer Assistance
KW5	Alternator, 220 AMP	YF5	California Emissions
L5P	Engine: 6.6L V8 DuraMax Diesel, Turbo	Z71	Suspension Package: Off-Road
MGM	10-Speed Automatic	Z82	Trailer Package
N37	Steering Column, Manual Tilt & Telescoping	ZM9	1LT Heat Package
NQF	Transfer Case: w/ Rotary Dial Control, Electronic Shift	ZXT	Tire, Spare: LT265/70 R17 Blackwall

Customer Information

Customer Type
Email
Daytime Phone

Address
City
Zip/Postal Code

Province/State/Territory
Country

Fleet Information

Primary FAN 876761 End-User FAN PO # 876761

Event History

Event Code	Event Description	Effective Date	Timestamp	End Date	System	User ID
0500	Stored Configuration Accepted	03/17/2025	03/17/2025 04:08:49.538 PM		NAOWB	dtruex3073
0501	Stored Configuration Added	03/17/2025	03/17/2025 04:08:49.538 PM		NAOWB	dtruex3073

Change History

Effective Date	Timestamp	Data Element	Before Value	After Value	User ID
No data found.					



Order Workbench

Puente Hills

Order Details - Order #FDTXWH

Displayed: 3/17/25 at 03:30:11 PM EDT
Printed By: Truex, Denise

BAC Information

Contact Name	FIRE	Contact Phone	Stock No.
DAN			

Model/Order Information

Configuration Description	CITY OF MONTEBELLO FIRE DEPT	VIN		
Model Year	2025	Request ID	FDTXWF	
Division	CHEVROLET			MSRP W/DFC
Distribution Entity	FLT			\$47,905.00
Order Type	FNR - Fleet Commercial			
Allocation Group	CLDCRW			
Model	CK10543 - 1500 Silverado: 4WD, Short Crew			
TPW				
Requested TPW	4/7/25			

Vehicle Specifications

PEG	1WT - Work Truck Preferred Equipment Group	Trim	H2G - 1WT-Vinyl, Jet Black, Interior Trim	Transmission	MFC - 8-Speed Automatic
Color	G7C - Red Hot	Engine	L3B - Engine: TurboMax	Emissions	YF5 - California Emissions
Ordered Options					
1WT	Work Truck Preferred Equipment Group				
9L7	Uplifter / Accessory Electrical Switches				
AKO	Glass, Deep Tinted				
AQQ	Keyless Remote Entry				
AZ3	Seats: Front 40/20/40 Split-Bench, Full Feature				
BG9	Floor Covering: Rubberized Vinyl, Black				
C49	Defogger, Rear Window, Electric				
C5W	GVW Rating 7000 Lbs				
DLF	Mirrors, O/S: Power, Heated				
QBN	Tires: 255/70 R17 All Season, Blackwall				
QBR	Tire, Spare: 255/70 R17 All Season, Blackwall				
QK1	Standard Tailgate				
QT5	Tailgate Function--EZ Lift, Power Lock & Release				
R9W	Mobile Service Plus Delete				
RD6	Wheels: 17" Steel - Painted Ultra Silver				
RFJ	Fleet Customer				
SAF	Spare Tire Lock				
T05	Headlamps, Intellibeam				

E63	Durabed	UBI	2-USBs, Second Row Charge/Data Ports
G7C	Red Hot	UE1	OnStar Communication System
GU6	Rear Axle: 3.42 Ratio	UE4	Following Distance Indicator
H2G	1WT-Vinyl, Jet Black, Interior Trim	UEU	Sensor, Forward Collision Alert
I0R	Chevrolet Infotainment, 7" Color Screen	UHX	Lane Keep Assist/Departure Warning
JL1	Integrated Trailer Brake Controller	UHY	Automatic Emergency Braking
K34	Cruise Control	UKJ	Sensor, Front Pedestrian Braking
K14	120 Volt Electrical Receptacle, In Cab	UQF	Speaker System: Standard Sound System
KW5	Alternator, 220 AMP	V76	Recovery Hooks
L3B	Engine: TurboMax	VK3	Front License Plate Mounting Provisions
MFC	8-Speed Automatic	VQ1	Holdback, Fleet Dealer Assistance
PCV	1WT Convenience 1 Package	YF5	California Emissions
PEB	1WT Value Package	Z82	Trailer Package
PED	Chevy Safety Assist		

Customer Information

Business Name	City of Montebello	Daytime Phone	3232161521	Zip/Postal Code	90640
Customer Type	Business	Address	1600 W BEVERLY	Province/State/Territory	CA
Email		City	MONTEBELLO	Country	US

Fleet Information

Primary FAN	876761	End-User FAN		PO #	876761
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Event History

Event Code	Event Description	Effective Date	Timestamp	End Date	System	User ID
0500	Stored Configuration Accepted	03/17/2025	03/17/2025 03:28:26.562 PM		NAOWB	dtruex3073
0501	Stored Configuration Added	03/17/2025	03/17/2025 03:28:26.562 PM		NAOWB	dtruex3073

Change History

Effective Date	Timestamp - Data Element	Before Value	After Value	User ID
		No data found.		

CHEVROLET OF PUENTE HILLS

BUYER		CO-BUYER		Deal #: 13759	
CITY OF MONTEBELLO 1600 W. BEVERLY MONTEBELLO, CA 90640 Cell #: (323) 216-1521 Email:				Deal Type: Retail	
				Deal Date: 03/27/2025	
				Print Time: 06:00pm	
				Salesperson: DENISE TRUEX	
VEHICLE					
New ☒ Used ☐ Demo ☐	Stock #: 250591	Description: 2025 CHEVROLET TRUCK TRAVERSE	VIN: 1GNEVGR505J195526	Mileage:	
TRADE					
AFTERMARKETS					
LEATHER \$ 1,995.00		Sale Price: \$ 44,795.00 Total Financed Aftermarkets: \$ 1,995.00 Total Trade Allowance: \$ 0.00 Trade Difference: \$ 46,790.00			
		Doc Fee: \$ 85.00 State & Local Taxes: \$ 4,570.31 Total License and Fees: \$ 42.75 Total Cash Price: \$ 51,488.06			
		Total Trade Payoff: \$ 0.00 Delivered Price: \$ 51,488.06			
Total Aftermarkets: \$ 1,995.00		Cash Down Payment + Deposit: \$ 0.00 Total Rebates: \$ 500.00 Sub Total: \$ 50,988.06			
Rate: Amount Financed: \$ 50,988.06		Service Agreement: \$ 0.00 Maintenance Agreement: \$ 0.00 GAP Insurance: \$ 0.00 Credit Life, Accident & Health: \$ 0.00 Other: \$ 0.00 Amount Financed: \$ 50,988.06			

Mike O'Hare
GEORGE CHEVROLET

17000 S. LAKEWOOD BLVD
BELLFLOWER, CA 90706
(714) 746-3426 FAX (562) 925-9342

03/06/2025

TO: CITY OF MONTEBELLO

FROM: **Mike O'Hare**

RE: **NEW 2025 CHEVROLET SILVERADO K1500 CREWCAB
WITH SHORT BOX**

YOUR FLEET PRICE	50,998.00
DOC FEE	85.00
SALES TAX (10.25%)	5,236.01
DMV (EST) "E" Plates	34.00
TIRE TAX	<u>8.75</u>
TOTAL	56,361.76 EACH

I currently have (2) two identical trucks. Please keep in mind that these trucks are subject to prior sale. Pricing is based on the purchase of both trucks.

Regards,

Mike O'Hare
Commercial Fleet Account Manager
714/746-3426 cell
mikeo@georgechevy.com



GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

CITY OF MONTEBELLO

[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL





GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

Table of Contents

- Dealership Information
- Standard Equipment
- Selected Model and Options
- Weight Rating
- Technical Specifications

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24882. Data Updated: Mar 5, 2025 6:46:00 PM PST.



GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

GEORGE CHEVROLET

Prepared By:

MIKE O'HARE
GEORGE CHEVROLET
562 925-2500 EXT 225
mikeo@georgechevy.com

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Data Version: 24882. Data Updated: Mar 5, 2025 6:46:00 PM PST.



GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

All Star Edition (Dealers in the following states may order (TUF) Texas Edition badging: Arkansas, Louisiana, New Mexico, Oklahoma and Texas.)

Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (N57) wrapped steering wheel, (KI3) heated steering wheel, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (UBI) 2 charge-only USB ports for second row, (C49) rear-window defogger, (AVJ) Keyless Open and Start, (BTV) Remote Start, (UTJ) content theft alarm, (N37) Steering column, manual tilt and telescoping and (UF2) LED Cargo Area Lighting

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Rear axle, 3.42 ratio

Push Button Start

Automatic Stop/Start

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Auto-locking rear differential

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (✔ Complete)

Mechanical

- Capless Fuel Fill
- Exhaust, single outlet

Exterior

- Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
- Tires, 265/65R18SL all-season, blackwall (STD)
- Tire, spare 265/70R17SL all-season, blackwall (STD)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumper, front chrome
- Bumper, rear chrome
- CornerStep, rear bumper
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, LED reflector with LED signature Daytime Running Lamps and Amber tracer animation
- IntelliBeam, automatic high beam on/off
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
- LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob
- Taillamps with incandescent tail, stop and reverse lights
- Mirrors, outside heated power-adjustable
- Mirror caps, chrome
- Glass, deep-tinted
- Door handles, body-color
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, gate function manual with EZ Lift includes power lock and release

Entertainment

- Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)
- SiriusXM Trial Subscription

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[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (✔ Complete)

Entertainment

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Audio system feature, 6-speaker system

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Cloth

Seat adjuster, driver 10-way power including lumbar

Seat adjuster, passenger 4-way manual

Seating, heated driver and front outboard passenger

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front

Floor mats, rubberized-vinyl rear

Steering wheel, wrapped

Steering wheel, heated

Steering wheel audio controls

Steering column, manual tilt and telescoping

Steering column lock, electrical

Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote vehicle starter system

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[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (✔ Complete)

Interior

- Keyless Open and Start
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Theft-deterrent system, unauthorized entry
- Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet)
- USB Ports, 2, Charge/Data ports located on instrument panel
- USB ports, rear, dual, charge-only
- Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet)
- Air conditioning, dual-zone automatic climate control
- Air vents, rear, heating/cooling
- Defogger, rear-window electric
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
- OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
- HD Rear Vision Camera

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[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (✔ Complete)

Safety-Interior

- Hitch Guidance dynamic single line to aid in trailer alignment for hitching
- Lane Keep Assist with Lane Departure Warning
- Following Distance Indicator
- Forward Collision Alert
- Rear Seat Reminder
- Rear Seat Belt Indicator
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
- Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

WARRANTY

- Warranty Note: <<< Preliminary 2025 Warranty >>>
- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Drivetrain Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Corrosion Years (Rust-Through): 6
- Corrosion Years: 3
- Corrosion Miles/km (Rust-Through): 100,000
- Corrosion Miles/km: 36,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000
- Roadside Assistance Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10543	2025 Chevrolet Silverado 1500 4WD Crew Cab 147" LT w/2FL

COLORS

CODE	DESCRIPTION
G7C	Red Hot (Not available on 1SP or 2LT.)

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MFC	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU6	Rear axle, 3.42 ratio	0.00 lbs	0.00 lbs

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
2FL	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)	0.00 lbs	0.00 lbs

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[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (Complete)

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QDF	Tires, 265/65R18SL all-season, blackwall (STD)	0.00 lbs	0.00 lbs

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
XCQ	Tire, spare 265/70R17SL all-season, blackwall (STD)	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G7C	Red Hot (Not available on 1SP or 2LT.)	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H0U	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	0.00 lbs	0.00 lbs

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[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
R9W	Deleted Mobile Service Plus. Delete MobileService+ service conveniences - Mobile Service, Pick-up & Delivery, and Loaner with Drop Off. By selecting R9W, you acknowledge that you are forgoing the margin and the ability to receive MobileService+ allowances (Requires a dealer with a BFU of 284. Requires TRE, SRE or Fleet order types.)	0.00 lbs	0.00 lbs
Options Total		0.00 lbs	0.00 lbs

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[Retail] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/2FL (✔ Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	3800 lbs
Rear Gross Axle Weight Rating:	3800 lbs
Gross Vehicle Weight Rating:	7000.00 lbs

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MFC
Trans Type	8	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.56
Second Gear Ratio (:1)	2.97	Third Gear Ratio (:1)	2.08
Fourth Gear Ratio (:1)	1.69	Fifth Gear Ratio (:1)	1.27
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.82
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	0.85
Eighth Gear Ratio (:1)	0.65		

Mileage

EPA Fuel Economy Est - Hwy	20 MPG	Cruising Range - City	408.00 mi
EPA Fuel Economy Est - City	17 MPG	Fuel Economy Est-Combined	18 MPG
Cruising Range - Hwy	480.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L3B	Engine Type	Turbocharged Gas I4
Displacement	2.7L/166	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	310 @ 5600	SAE Net Torque @ RPM	430 @ 3000
Engine Oil Cooler	N/A		

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Powertrain

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8	EPA Greenhouse Gas Score	4
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2845 lbs
Curb Weight - Rear	1981 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	955.00 lbs
Reserve Axle Capacity - Rear	1819.00 lbs	As Spec'd Curb Weight	4826.00 lbs
As Spec'd Payload	2174.00 lbs	Maximum Payload Capacity	2174.00 lbs
Gross Combined Wt Rating	14500 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4826.00 lbs	Reserve Axle Capacity	2774.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9000 lbs	Wt Distributing Hitch - Max Tongue Wt.	900 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8900 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2225 lbs
Maximum Trailing Capacity	9000 lbs		

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Chassis

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent coil-over-shock	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.42	Axle Ratio (:1) - Rear	3.42
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QDF	Rear Tire Order Code	QDF
Spare Tire Order Code	XCQ	Front Tire Size	265/65R18SL
Rear Tire Size	265/65R18SL	Spare Tire Size	265/70R17SL
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	18 x 8.5 in	Rear Wheel Size	18 x 8.5 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

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Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.4 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.88 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.51 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	69.92 in	Cargo Box Width @ Top, Rear	N/A
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Dimensions

Cargo Area Dimensions

Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in
Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	62.9 ft³	Ext'd Cab Cargo Volume	N/A

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Re: CHEVROLET SILVERADO K1500 CREWCAB 4WD

From Kim, Andrew <AKim@montebelloca.gov>

Date Thu 3/13/2025 3:02 PM

To MICHAEL O'HARE <mohare@georgechevrolet.com>

Hi Mike,

Any luck on the 2500? If not, are you able to quote a special order? I'm trying to submit my purchase packet to my manager for vendor selection.

Thanks!

Respectfully,



Andrew Kim

Senior Management Analyst

Fire Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x1355 **c:** 323-216-1521

w: www.MontebelloCA.gov

e: AKim@MontebelloCA.gov



From: MICHAEL O'HARE <mohare@georgechevrolet.com>
Sent: Thursday, March 6, 2025 2:19 PM
To: Kim, Andrew <AKim@montebelloca.gov>
Subject: [External Email] CHEVROLET SILVERADO K1500 CREWCAB 4WD

**External Sender - From: (MICHAEL O'HARE
<mohare@georgechevrolet.com>)**

This message came from outside your organization.

Hi,

I've attached the specifications and pricing on the (2) two red ½ ton 4wd Crew Cab Silverado's that I have in stock. Please contact me with any questions. I'm still checking on the ¾ ton request.

Regards,

Mike O'Hare
Fleet Account Manager

GEORGE CHEVROLET
17000 S. LAKEWOOD BLVD.
BELLFLOWER, CA 90706
562 925-2500

Your privacy is important to us. To view the categories of personal information we collect and the purposes for which the information is used, or to exercise your rights under the California Consumer Privacy Act (CCPA), visit <https://www.georgechevy.com/privacy-policy/>

Re: [External Email] CHEVROLET SILVERADO K1500 CREWCAB 4WD

From Kim, Andrew <AKim@montebelloca.gov>

Date Mon 3/17/2025 8:17 AM

To MICHAEL O'HARE <mohare@georgechevrolet.com>

Hi Mike,

Any update, or are you able to generate a quote if we order one? I'm trying to turn in my purchase package by this evening.

Thank you!

Respectfully,



Andrew Kim

Senior Management Analyst

Fire Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x1355 c: 323-216-1521

w: www.MontebelloCA.gov

e: AKim@MontebelloCA.gov



From: MICHAEL O'HARE <mohare@georgechevrolet.com>
Sent: Friday, March 14, 2025 8:28 AM
To: Kim, Andrew <AKim@montebelloca.gov>
Subject: RE: [External Email] CHEVROLET SILVERADO K1500 CREWCAB 4WD

**External Sender - From: (MICHAEL O'HARE
<mohare@georgechevrolet.com>)**

This message came from outside your organization.

Hi Andrew,

I'll check availability again this morning and get back to you in the next few hours.

Regards,

Mike O'Hare
Fleet Account Manager

GEORGE CHEVROLET
17000 S. LAKEWOOD BLVD.
BELLFLOWER, CA 90706
562 925-2500

From: Kim, Andrew <AKim@montebelloca.gov>
Sent: Thursday, March 13, 2025 3:02 PM
To: MICHAEL O'HARE <mohare@georgechevrolet.com>
Subject: Re: CHEVROLET SILVERADO K1500 CREWCAB 4WD

Hi Mike,

Any luck on the 2500? If not, are you able to quote a special order? I'm trying to submit my purchase packet to my manager for vendor selection.

Thanks!

Respectfully,



Andrew Kim

Senior Management Analyst

Fire Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x1355 **c:** 323-216-1521

w: www.MontebelloCA.gov

e: AKim@MontebelloCA.gov



From: MICHAEL O'HARE <mohare@georgechevrolet.com>

Sent: Thursday, March 6, 2025 2:19 PM

To: Kim, Andrew <AKim@montebelloca.gov>

Subject: [External Email] CHEVROLET SILVERADO K1500 CREWCAB 4WD

Hi,

I've attached the specifications and pricing on the (2) two red ½ ton 4wd Crew Cab Silverado's that I have in stock. Please contact me with any questions. I'm still checking on the ¾ ton request.

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Mike O'Hare
Fleet Account Manager

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Re: [External Email] CHEVROLET SILVERADO K1500 CREWCAB 4WD

From Kim, Andrew <AKim@montebelloca.gov>
Date Mon 3/31/2025 8:13 AM
To MICHAEL O'HARE <mohare@georgechevrolet.com>

Hi Mike,

I've been asked to obtain an additional quote (may be an additional vehicle or my replace one of the 1500s).

Traverse AWD LT with leather seats in white or gray.

Respectfully,



Andrew Kim

Senior Management Analyst
Fire Department

1600 W Beverly Blvd., Montebello, CA 90640
p: 323-887-1200 x1355 **c:** 323-216-1521
w: www.MontebelloCA.gov
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Subject: RE: [External Email] CHEVROLET SILVERADO K1500 CREWCAB 4WD

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Subject: Re: CHEVROLET SILVERADO K1500 CREWCAB 4WD

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

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ▣ Master Lease Purchase Agreement
- ▣ Exhibit A – Description of Equipment
- ▣ Exhibit B – Schedule of Payments
- ▣ Exhibit E – Lessee Resolution
- ▣ Exhibit F – Bank Qualified Certificate
- ▣ Exhibit G – Agreement to Provide Insurance
- ▣ Exhibit H – Lessee Certificate
- ▣ Notice of Assignment and Letter of Direction
- ▣ Internal Escrow Letter
- ▣ Lease Payment Instructions
- ▣ Exhibit C-1 – Payment Request and Partial Acceptance Certificate
- ▣ Exhibit C-2 – Final Acceptance
- ▣ 8038-G
Copy of Tax Exempt Certificate

Include in the return documentation a check in the amount of **\$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation & processing fee of \$500.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Gannon Lueck

Enclosures

MASTER LEASE PURCHASE AGREEMENT

Lessee
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

Lessor
Lease Servicing Center, Inc. dba NCL Government Capital
510 22nd Ave E., Ste 501
Alexandria, MN 56308

Dated as of August 14, 2025

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Lease Purchase Agreement.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.

"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.

"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any

Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

Section 6.03. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which Lessee may be entitled to assert against Lessor, and Lessor's obligations hereunder and under each Lease shall not be binding on any assignee or sub-assignees. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof,

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts: Electronic Execution. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time."

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any

suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lessee: City of Montebello

By: _____

Typed: Raul Alvarez

Title: City Manager

Date: _____

**Lessor: Lease Servicing Center, Inc. dba
NCL Government Capital**

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 8/14/2025 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto dated as of August 14, 2025.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	VIN #/Serial Number	Type, Make, Model
1		Chevrolet 2500HD Silverado 4WD Crew Cab
1		Chevrolet 1500 Silverado 4WD Short Crew
1		Chevrolet Traverse 1LB56-LT

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 1600 W. Beverly Blvd
Montebello, CA 90640

GARAGING ADDRESS: 600 N. Montebello Blvd
Montebello, CA 90640

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: City of Montebello

By: _____

Typed: Raul Alvarez

Title: City Manager

Date: _____

**Lessor: Lease Servicing Center, Inc. dba
NCL Government Capital**

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT B

SCHEDULE OF PAYMENTS

Interest Rate = 6.203%

Amount Financed = \$160,800.76

Start Date = 8/14/2025

Number	Date	Payment	Interest	Principal	Purchase Option *
1	8/14/2026	\$38,384.78	\$9,974.79	\$28,409.99	N/A
2	8/14/2027	\$38,384.78	\$8,212.46	\$30,172.32	\$107,533.81
3	8/14/2028	\$38,384.78	\$6,340.81	\$32,043.97	\$73,823.55
4	8/14/2029	\$38,384.78	\$4,353.06	\$34,031.72	\$38,022.18
5	8/14/2030	\$38,384.78	\$2,242.02	\$36,142.76	\$0.00

***Assumes that all rental payments and other amounts due on and prior to that date have been paid.**

Lessee: City of Montebello

BY:

TYPED: Raul Alvarez

TITLE: City Manager

DATE:

EXHIBIT E

LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 8/14/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto dated as of August 14, 2025.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 8/14/2025, between City of Montebello (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. City of Montebello is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their one (1) Chevrolet 2500HD Silverado 4WD Crew Cab, (1) Chevrolet 1500 Silverado 4WD Short Crew, and (1) Chevrolet Traverse 1LB56-LT from Chevrolet of Montebello in the amount of \$160,800.76 with 5 annual payments of \$38,384.78.

Authorized Individual(s): Raul Alvarez - City Manager
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 8/14/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto dated as of August 14, 2025.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Typed Name: Raul Alvarez
(Typed name of individual who signed directly above)

EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee: City of Montebello

Lessor: Lease Servicing Center, Inc. dba
NCL Government Capital AOIA

Address: 1600 W. Beverly Blvd
Montebello, CA 90640

Address: 510 22nd Ave E., Ste 501
Alexandria, MN 56308

Phone: (323) 887-1200

Phone: (320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
1		Chevrolet 2500HD Silverado 4WD Crew Cab
1		Chevrolet 1500 Silverado 4WD Short Crew
1		Chevrolet Traverse 1LB56-LT

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

Name: _____

Name: _____

Address: _____

Policy #: _____

Phone: _____

Email: _____

Lessee: City of Montebello

BY: _____

TYPED: Raul Alvarez

TITLE: City Manager

DATE: _____

EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of 8/14/2025 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto dated as of August 14, 2025.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Lessee: City of Montebello

BY:

TYPED: Raul Alvarez

TITLE: City Manager

DATE:

**NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION**

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to City of Montebello ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated August 14, 2025, Schedule No. 001 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 5 annual payments of \$38,384.78. As of the date of assignment, 5 annual payments of \$38,384.78 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.
P. O. Box 847386
Boston, MA 02284-7386
1-800-238-4009

FEIN: 23-1237295

* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

**LEASE SERVICING CENTER, INC. DBA
NCL GOVERNMENT CAPITAL**
(Lessor/Assignor)

CITY OF MONTEBELLO
(Lessee)

BY: _____

BY: _____

PRINT: _____

TYPED: Raul Alvarez

TITLE: _____

TITLE: City Manager

DATE: _____

DATE: _____

Internal Escrow Letter

8/14/2025

Santander Bank, N.A.
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

RE: Schedule No. 001 dated August 14, 2025 to Master Lease Purchase Agreement dated as of 8/14/2025 (the "Lease"), between City of Montebello (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$160,800.76 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$160,800.76 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Lessee: City of Montebello

BY:

TYPED: Raul Alvarez

TITLE: City Manager

DATE:

Internal Escrow Letter

Attachment #1

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1		Chevrolet	2500HD Silverado 4WD Crew Cab		\$56,988.92
1		Chevrolet	1500 Silverado 4WD Short Crew		\$56,988.92
1		Chevrolet	Traverse 1LB56-LT		\$46,822.92
				Total Cost:	\$160,800.76
				Down Payment	\$0
				Total Amount Financed	\$160,800.76

LEASE PAYMENT INSTRUCTIONS

Lessee: _____

Tax ID#: _____

Invoice Mailing Address: _____

Mail invoices to the attention of: _____

Phone: _____

Fax: _____

Email: _____

Approval of Invoices required by: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Fax: _____

Email: _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No ___ Yes ___
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : _____

Does your PO# change annually? No _____ Yes _____
Processing time for new purchase orders: _____

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of **August 14, 2025**, between **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor) and **City of Montebello** (Lessee) and Schedule No. **001** thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. **001** (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1		Chevrolet	2500HD Silverado 4WD Crew Cab		\$56,988.92
1		Chevrolet	1500 Silverado 4WD Short Crew		\$56,988.92
1		Chevrolet	Traverse 1LB56-LT		\$46,822.92
				Total Cost:	\$160,800.76
				Down Payment	\$0
				Total Amount Financed	\$160,800.76

Vendor Name and Address: Chevrolet of Montebello
310 W. Whittier Blvd
Montebello, CA 90640

Vendor Federal ID Number: _____

Lessee: **City of Montebello**

BY: _____

TYPED: Raul Alvarez

TITLE: City Manager

DATE: _____

EXHIBIT C-2

FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 8/14/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Montebello (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: City of Montebello

BY:

TYPED: Raul Alvarez

TITLE: City Manager

DATE:

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name City of Montebello		2 Issuer's employer identification number (EIN) 95-6000746	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Andrew Kim		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
1600 W. Beverly Blvd		3	
6 City, town, or post office, state, and ZIP code Montebello, CA 90640		7 Date of issue 8/14/2025	
8 Name of issue Master Lease Purchase Agreement Dated as of August 14, 2025		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Raul Alvarez - City Manager		10b Telephone number of officer or other employee shown on 10a (323) 887-1200	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► (1) Chevrolet 2500HD Silverado (1) Chevrolet 1500 Silverado (1) Chevrolet Traverse	18	\$160,800	76
19 If obligations are TANs or RANs, check only box 19a	►	☐	
If obligations are BANs, check only box 19b	►	☐	
20 If obligations are in the form of a lease or installment sale, check box	►	☐	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 8/14/2030	\$ 160,800.76	\$	5 years	6.203 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	► _____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	► _____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	► _____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	► _____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

Instructions for Form 8038-G

(Rev. September 2012)



Department of the Treasury
Internal Revenue Service

(Use with the September 2011 revision of Form 8038-G.)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not

submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC,

Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at **TaxExemptBondQuestions@irs.gov** and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation.

A tax-exempt obligation that is not a private activity bond (see next) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus,

when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
 2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.
- In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make

an irrevocable election to pay a penalty. The penalty is equal to $1\frac{1}{2}\%$ of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to

communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those

of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other

than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not

more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to

Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

- The paid preparer must:
- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
 - Enter the preparer information, and
 - Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.



ITEM # 31

**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: AUTHORIZATION TO RELEASE REQUEST FOR QUOTATIONS (RFQ)
NO. 26-01 FOR THE PURCHASE OF A PARAMEDIC RESCUE SQUAD**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing Request for Quotations (RFQ) No. 26-01 for the purchase and delivery of one (1) fully equipped Paramedic Rescue Squad for the Montebello Fire Department; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The solicitation of the RFQ for this vehicle poses no fiscal impact on the adopted budget. Upon review of the quotations, staff will return to the City Council to award an agreement and allocate funding from the Fiscal Year 2025-26 Community Development Block Grant (CDBG) program.

BACKGROUND/DISCUSSION:

The Fire Department continues to experience increased demand for emergency medical services, particularly those requiring Advanced Life Support (ALS) intervention. The addition of a new Paramedic Rescue Squad will significantly improve response capacity, reduce strain on frontline engines, and increase overall system resiliency. A new Paramedic Rescue Squad will allow the Fire Department to provide timely and effective EMS response, particularly during high-call volume periods and large-scale incidents, while ensuring more efficient deployment of resources across the City.

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Earlier this year, the Montebello Fire Department applied for and was awarded funding through the City of Montebello's Community Development Block Grant (CDBG) program for Fiscal Year 2025–26 to support the purchase of a new Paramedic Rescue Squad. This funding directly supports the Department's transition to a new squad-based response model aimed at enhancing ALS service delivery and operational efficiency.

The RFQ (Attachment A) seeks qualified vendors to provide a new, fully equipped Paramedic Rescue Squad. The selected vehicle must be custom-built to include advanced emergency lighting, communications systems, body specifications, and scene support features in alignment with current industry standards and the Department's operational needs. The vehicle shall include, but not be limited to:

- Gasoline engine with the highest available horsepower and torque
- Squad-style body with a minimum 110" length
- Full LED emergency and scene lighting
- Custom cab console and equipment storage
- NFPA 1901 compliant lighting and electrical systems
- Communication and radio system integration
- Dual battery system with 110V onboard charger

A complete scope of work and specifications are detailed in the RFQ document (Attachment A). The procurement process will follow City policy and will be managed through the PlanetBids Portal.

The Request for Quotations (RFQ) timeline is presented below:

Release RFQ	August 14, 2025
Online Q&A Deadline	August 27, 2025, 11 AM PST
Due Date	September 11, 2025, at 11 AM PST
City Review of Submissions	Fall 2025
Notifications Sent to Consultants	Fall 2025
Award	Fall 2025

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is requesting authorization to issue RFQ No. 26-01 (Attachment A) to acquire a new Paramedic Rescue Squad for the Montebello Fire Department. The proposed timeline for

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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completing this RFP and commencing a new agreement for this service is October 2025.

ATTACHMENT(S)

1. Attachment A - RFQ 26-01 Draft



**CITY OF MONTEBELLO
FINANCE DEPARTMENT
REQUEST FOR
QUOTATIONS**

THE CITY OF MONTEBELLO ("City"), invites quotations from qualified vendors ("Companies", "Bidders", or "Contractors") to procure a brand new fully equipped Emergency Response Vehicle – Paramedic Rescue Squad.

BEFORE SUBMITTING YOUR RESPONSE, PLEASE REVIEW THIS REQUEST FOR QUOTATIONS IN ITS ENTIRETY

ITEMS BELOW APPLY TO ALL RESPONSES TO THIS REQUEST FOR QUOTATIONS

INTRODUCTION - The City of Montebello (the "City") is seeking proposals from a qualified consultant or firm to procure a brand new fully equipped Emergency Response Vehicle – Paramedic Rescue Squad. This vehicle will enhance the City's ability to provide timely and effective advanced life support (ALS) services and increase operational self-sufficiency during large-scale emergencies and high-demand incidents. The addition of a dedicated Paramedic Squad will significantly improve emergency medical response capacity and community resiliency. This purchase will be made with Federal HUD CDBG funds.

Services must be formed in accordance with the specifications, terms, and conditions identified in Request for Quotations (RFQ) 26-01. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

SCOPE OF WORK/SERVICE DESCRIPTION – The selected consultant or firm, working under the direction of staff from the Montebello Fire Department, shall supply and deliver a brand-new, complete, operational Emergency Response Vehicle – Paramedic Rescue Squad (Appendix A also depicts one of our current vehicles for reference with the same specs):

The Scope of Services shall include, but is not limited to, performing the following tasks:

1. Vehicle

- Gasoline (largest HP and Trq. Rating available for vehicle model)
- 4x2
- Vinyl seats
- Running boards/steps
- Rear view camera in reverse
- Reverse sensors
- Vehicle shall be able to idle infinitely without shutting down

2. Warning devices

- All Whelen dual color (red white forward facing, red amber rear facing)



- lighting must meet nfpa1901 minimums for emergency vehicle lighting
- Liberty 2 duo light bar (red whit forward and sides red amber facing rear)
- Whelen Cencom core lighting and siren controller
- 200 watt dual tone siren, grill or bumper mounted speakers
- Grover Sttertone air horn system
- All lighting shall be individually wired to Cencom core controller

3. Scene lighting (Whelen)

- Two pole mounted LED scene lights
- Two rear facing LED scene lights
- Ground lighting under each body compartment and cab doors

4. Cab interior

- Center console to extend from dash to back of front seats and must provide room for the following
 - Whelen Cencom core control head
 - 2 APX E5 control heads
 - 2 cupholders
 - 2 apx8000 portable radio chargers
 - Storage for binders and clip boards
 - 2 USB charging ports
 - 1 MDT side mount for tablet
- Compartment provided in the cab to allow the mounting of the following equipment
 - 2 Motorola APX8500 radio transceivers
 - 1 Cradlepoint LTE router
 - 1 Whelen Lighting and siren controller
 - 1 auxiliary siren amplifier

5. Vehicle / body electrical

- Appropriately sized engine alternator(s) for all auxiliary equipment (lighting radios, scene lights, Etc.)
- Dual vehicle batteries
- 110v on board battery charger
 - 110v plug to be mounted on driver side front face of body
- All body, scene, and warning to be LED

6. Body

- Squad style body
- Minimum 110" in length
- Minimum height of the top of cab
- 3 compartments on each side
 - 2 adjustable shelves in each compartment with a minimum 250lb rating each
- 1 compartment in rear
 - Full length of body
 - Full extension Roll out tray



- 1 full length shelf with rear wall and wone side to allow for tool and equipment mounting
- All exterior walls of body shall be dual wall construction to accommodate tool mounting and to conceal body wiring
 - Access panels to be provided to allow for maintenance of wiring connections
- Dual pan body doors brush stainless finish on interior
- All body compartment doors to have electric locks actuated by vehicle electric door locks
- Bottle storage in each fender for spare 45 min SCBA tanks
- All compartments shall have led compartment lighting

QUESTIONS – All questions regarding this RFQ shall be submitted via the PlanetBids portal no later than August 27, 2025, at 11:00 am PST. An addendum answering all inquiries will be issued on the Planet Bids Portal.

PROPOSALS – Each proposal shall be in accordance with the specifications described in this Request for Quotations (RFQ) as prepared by City of Montebello Finance Department.

SUBMISSION DEADLINE/CLOSING DATE - To be considered for this opportunity, responses must be received by Thursday, September 11, 2025, at 11:00am PST. All responses to this opportunity must be submitted electronically using the PlanetBids Portal. Vendors responding to this opportunity must create a vendor profile in the City's PlanetBids Portals. Vendors are highly encouraged to submit their responses ahead of the deadline to avoid issues arising as a result of technical difficulties.

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ:

X	INSTRUCTIONS BIDDERS
N/A	BIDDER'S PROPOSAL FORM
N/A	BID BOND FORM
N/A	PERFORMANCE BOND FORM
X	INSURANCE REQUIREMENTS
X	APPENDIX A – SPECIFICATIONS*
X	APPENDIX B – COST PROPOSAL *
X	APPENDIX C – REFERENCES*

(* Please include as an attachment with your PlanetBids submission)



INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS – All prices/notations must be typewritten or written in ink. No erasures are permitted. Mistakes shall be crossed out, corrections made adjacent, and initiated by the person signing the document. Each item shall be bid separately.

FORMAT – Use the documents provided. If you decide to submit more than one (1) bid, photocopy the documents provided by the City. Submissions must be uploading using the PlanetBids Portal.

PRICING/TERMS/TAX – If applicable, all pricing shall be quoted both F.O.B. shipping point (a.k.a. “buyer’s place of business”) and

F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

OTHER TERMS AND CONDITIONS – Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting the City of Montebello Purchasing at the number shown above and requesting a copy be emailed to you.

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for the duration of the agreement term. If fees need to be adjusted, the selected vendor must inform the City, provide proof of cost increase, and both parties must mutually agree to amend the service agreement to include the pricing.

METHOD OF AWARD – The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. The award will be made based on price, specifications, and length of delivery. Copies of the City of Montebello’s specifications (Appendix A) for this work and standard terms & conditions are included with this packet and will become part of any purchase order/contracting resulting from this solicitation.

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order and Purchasing Contract. Execution of the Purchase Order and Purchasing Contract shall constitute a written memorial thereof.

RETURN OF BID/CLOSING DATE/RETURN TO/FORMAT OF PROPOSALS - In order to be considered for selection, respondent individuals or firms shall submit their quotes electronically. All proposals must be electronically submitted through PlanetBids’ Bidder Portal, accessed through the City of Montebello’s official website at https://www.montebellocal.gov/departments/finance/request_for_proposal_bids. All prospective Bidders must register through the PlanetBids Vendor Portal found on the City of Montebello’s website at the link provided above. There is no fee to register to bid for this or any City of Montebello RFQ/RFP.



WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the Closing Date and time. Withdrawal of a proposal must be made in person by the Bidder or someone authorized by the Bidder in writing. Proof of identification will be required for proposal withdrawal. No Bidder may withdraw its bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the City. Any interpretation of the documents will be made only by addenda duly issued, and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The City will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the City's attention.

ADDENDA TO THE DOCUMENTS – The City reserves the right to issue such addenda to the documents as it may desire at any time prior to the Closing Date. A copy of all such addenda will be made available to each Bidder via PlanetBids accessed from the City of Montebello's website. The number and date of each addendum shall be listed on the Bidder's proposal in the space provided. All Bidders must acknowledge any addenda through the PlanetBids site.

ADDITIONAL INFORMATION – The City reserves the right to require of a bidder, information regarding financial responsibility or such other information as the City determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted.

PERMITS AND LICENSES – The successful Contractor shall procure all permits and licenses, pay all charges and fees due, and give all notices necessary and incidental to the lawful prosecution of the work (as required). The Contractor shall pay for and obtain a City Business License as required.

PROPOSER'S COST – Costs for developing proposals including travel, mileage, fuel, printing, and per diem, are entirely the Bidder's responsibility and shall not be chargeable to the City of Montebello.

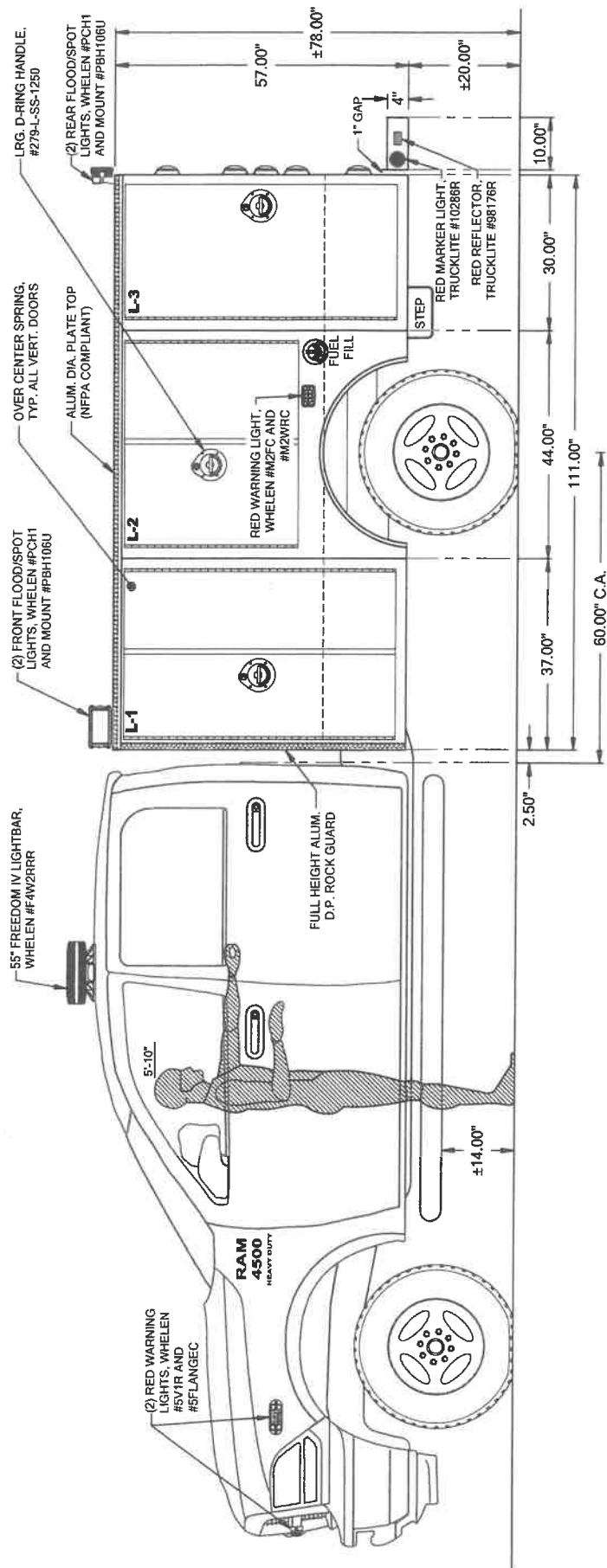
CITY OF MONTEBELLO
1600 West Beverly Blvd.
Montebello, CA 90640



RFQ #26-01
RFQ ISSUE DATE: August 14, 2025
DEADLINE: September 11, 2025 at 11:00am

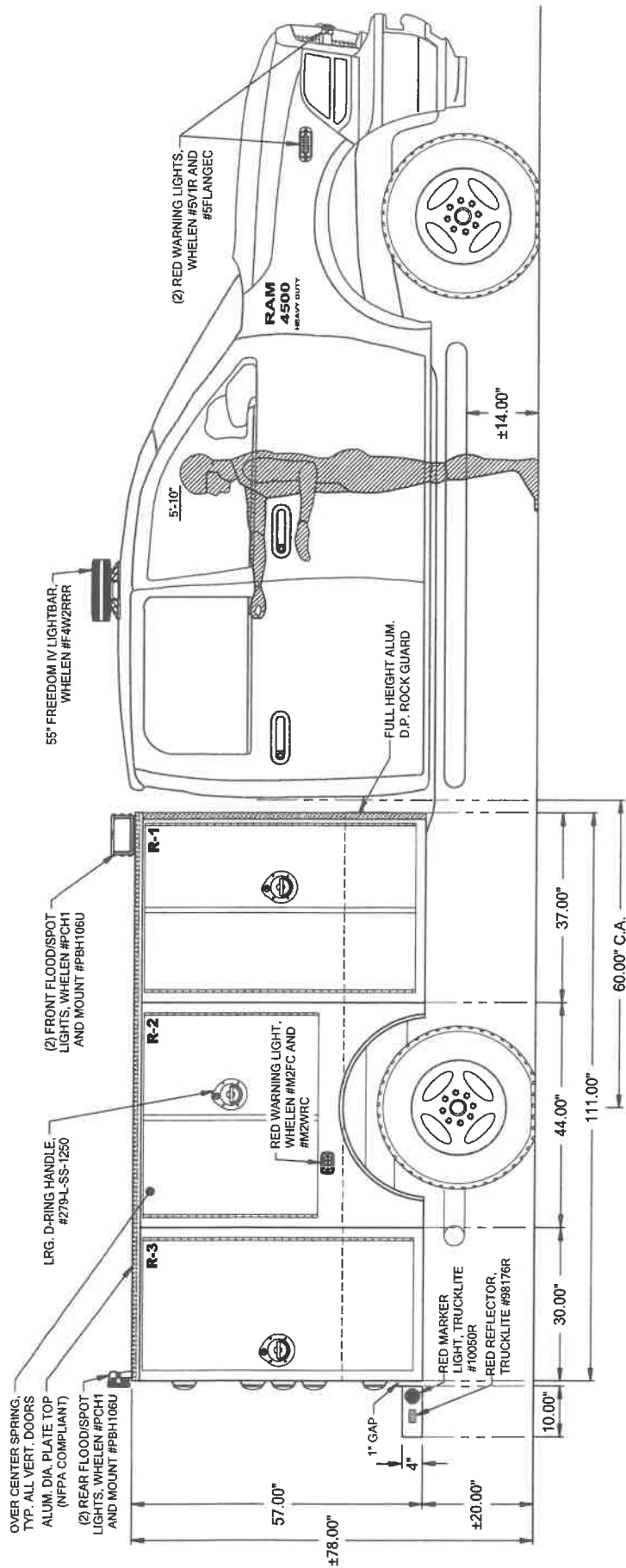
Please review:

Appendix A – Specifications
Appendix B – Cost Proposal
Appendix C – References



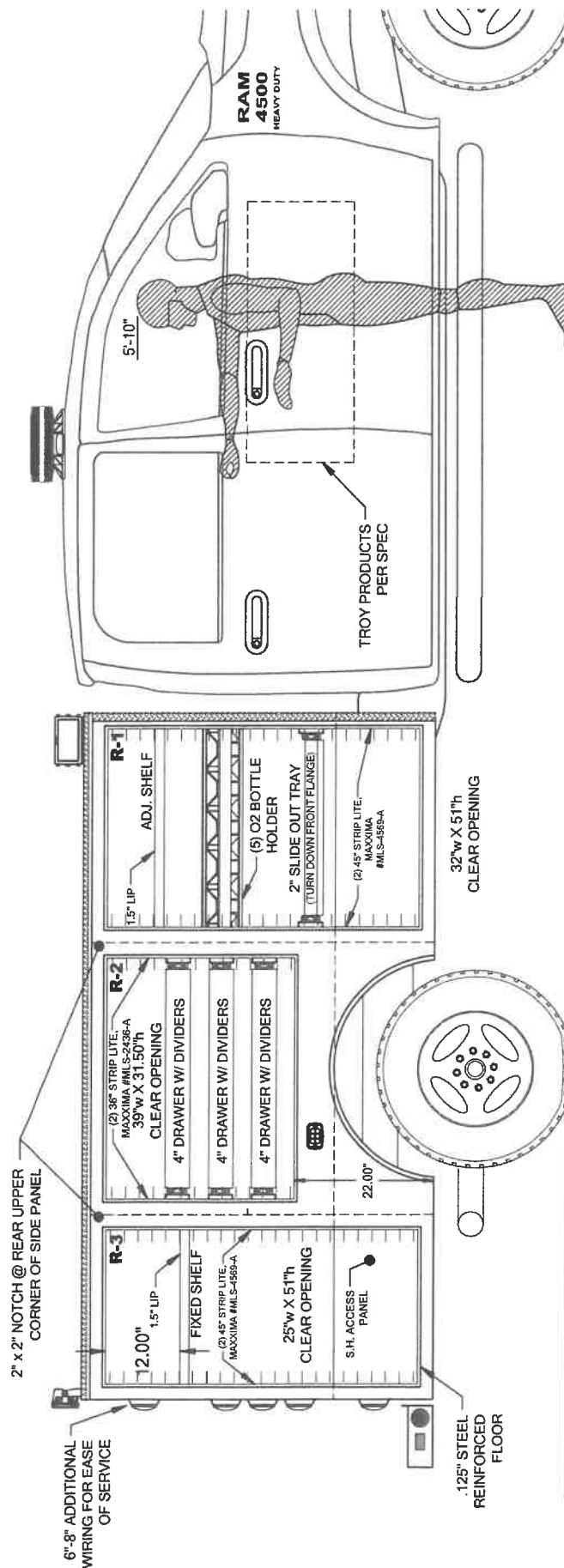
NOTES:

- INSTALL BODY ON 2018 DODGE RAM 4500 SLT CREW CAB 4X2 DRW. GAS HEMI
- ALL ALUMINUM HORIZONTAL STEP/ WALKING SURFACES SHALL USE NFPA COMPLIANT (FTQ) MATERIAL.
- ALL COMPARTMENT DOORS SHALL HAVE 20 GA. 304 STAINLESS STEEL WITH #4 BRUSH FIN. ON INSIDE.
- ALL COMPARTMENT FLOORS ARE SWEEP OUT
- ALL DRAWER AND TRAY SLIDE-OUTS ARE TO BE 100% EXTENSION SLIDES, UNLESS SPECIFIED OTHERWISE.
- ALL ELECTRICAL WIRING SHALL RUN THROUGH JUNCTION BLOCK(S).
- STREETSIDE AND CURBSIDE COMPARTMENTS TO HAVE COMPARTMENT LIGHTS W/ MOMENTARY DOOR SWITCH.
- ALL VERTICAL DOORS SHALL HAVE OVER CENTER SPRINGS INSTALLED W/ "HOSE STOP" ILO SPRING.
- REVERSE SENSING SYSTEM INSTALLED IN REAR BUMPER AND BACK-UP ALARM (#LDA-50) TO BE INSTALLED UNDER BODY DECK.
- INSTALL SCREAMING EAGLE SIREN #C-9-11-R AND (2) LINEMASTER #491 FOOT OPERATED SWITCHES: (1)DRIVERS SIDE FLOOR, (1)PASSANGER SIDE FLOOR)
- ALL PHENIX SUPPLIED LIGHTING SHALL BE L.E.D.
- WIRE BODY LIGHTING WITH DEUTSCH CONNECTORS.



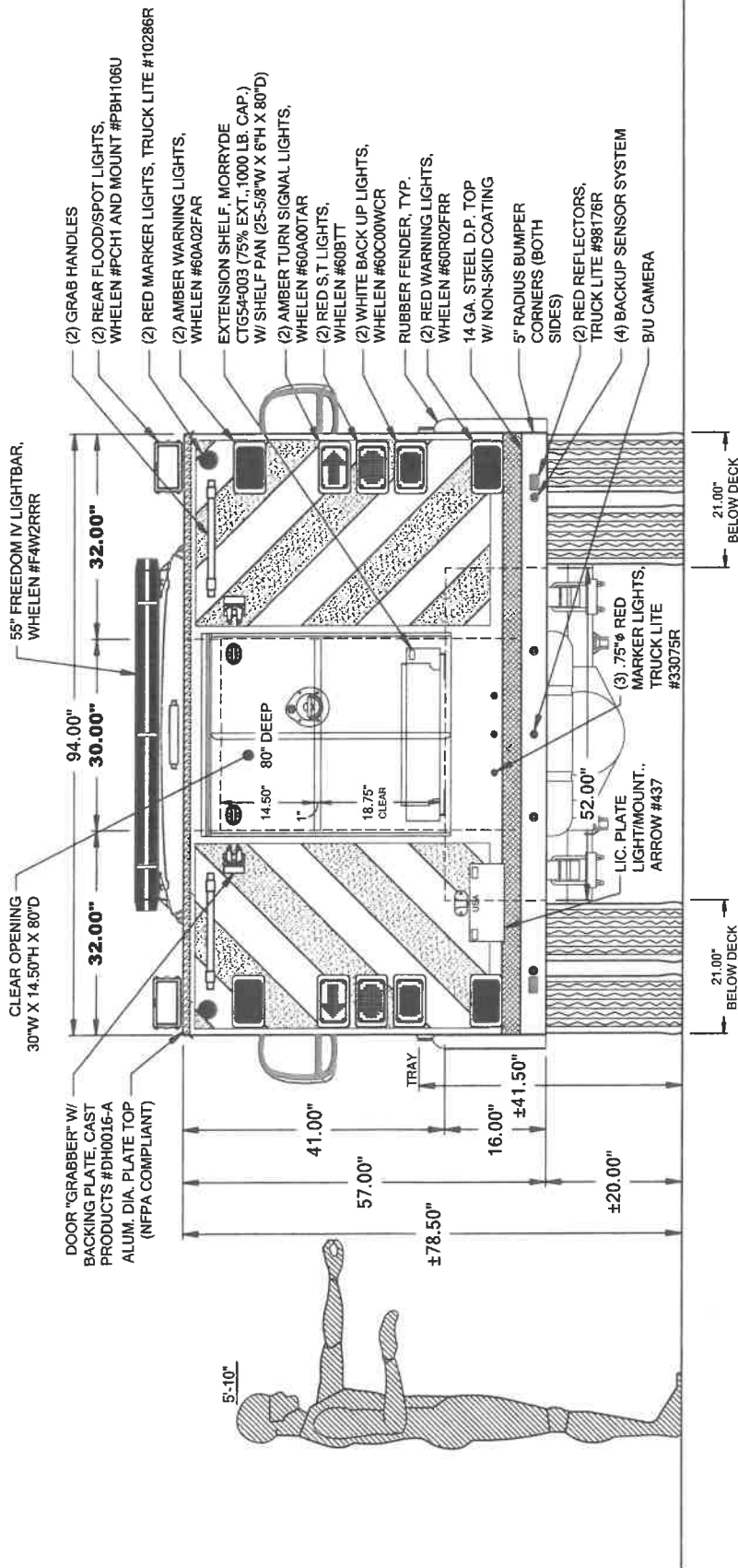
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- ALL PHENIX SUPPLIED LIGHTING SHALL BE I.E.D.
- WIRE BODY LIGHTING WITH DEUTSCH CONNECTORS.



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- ALL PHENIX SUPPLIED LIGHTING SHALL BE L.E.D.
- WIRE BODY LIGHTING WITH DEUTSCH CONNECTORS.



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- WIRE BODY LIGHTING WITH DEUTSCH CONNECTORS.



Appendix "B"

Cost Proposal

COST SHEET			
	Cost		
	Rate/Unit	Not to exceed Annual Cost	TOTAL
Emergency Response Vehicle – Paramedic Squad	\$	\$	\$
Optional Radio Equipment	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL ANNUAL AMOUNT		\$	\$



Appendix "C" Reference Sheet

RFP 26-01 Paramedic Rescue Squad

Entity Name _____
Business Address _____
Name of Contact _____
Title Contact _____
Telephone Number of Contact _____
Email of Contact _____
Description of Project _____
Date of Service _____

Entity Name _____
Business Address _____
Name of Contact _____
Title Contact _____
Telephone Number of Contact _____
Email of Contact _____
Description of Project _____
Date of Service _____

Entity Name _____
Business Address _____
Name of Contact _____
Title Contact _____
Telephone Number of Contact _____
Email of Contact _____
Description of Project _____
Date of Service _____



ITEM # 32

**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: **ADOPT RESOLUTION NO. 25-62 APPROVING JOB SPECIFICATIONS FOR "FIREFIGHTER - PARAMEDIC," "COMMUNITY RISK REDUCTION COORDINATOR," AND "FIREFIGHTER/PARAMEDIC TRAINEE"**

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-62, approving the job classifications for "Firefighter - Paramedic," "Community Risk Reduction Coordinator," and "Firefighter/Paramedic Trainee;" and,
2. Approve the updated Master Position Control (Attachment B) reflecting the updated job classifications; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Funding for the recommended classifications is included in the adopted Fiscal Year 2025–26 operating budget.

BACKGROUND/DISCUSSION:

Subject matter experts from the Fire Department, in collaboration with the Human Resources Department and with support from the Montebello Firefighters' Association, conducted a comprehensive review of existing job classifications. The review focused on ensuring that job descriptions accurately reflect current duties and qualifications and support effective recruitment strategies.

As part of this effort, the team determined that establishing a dedicated "Firefighter -

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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Paramedic" classification would strengthen recruitment efforts by clearly defining the classification's responsibilities and required certifications.

In addition, the Department evaluated how updates to existing classifications could enhance candidate outreach. As a result, the Fire Department is requesting City Council approval to amend the job descriptions for the "Community Risk Reduction Coordinator" and the "Firefighter/ Paramedic Trainee," and to add the new "Firefighter- Paramedic" classification to the City's classification plan and to update the Master Position Control to reflect these changes (Attachment B).

ENVIRONMENTAL:

N/A

ANALYSIS:

Firefighter - Paramedic

The Montebello Fire Department operates under a dual-role emergency response model that relies on both EMT-certified Firefighters and licensed Paramedics. Currently, the City's classification system includes a general Firefighter position but does not differentiate between EMT-only and Paramedic-certified personnel. With the increasing demand for Paramedic-certified responders—especially under the Department's updated EMS service model—there is a need to formally establish a distinct Firefighter - Paramedic classification.

This specialized classification will align with the Department's operational framework, strengthen recruitment efforts for advanced life support (ALS) providers, and offer greater staffing flexibility by allowing targeted hiring based on specific certification requirements.

Adopting the Firefighter Paramedic classification will:

- a) clearly define the duties and qualifications for paramedic-certified Firefighters;
- b) enhance the Department's competitiveness in attracting qualified Paramedics; and
- c) improve operational clarity and flexibility in staffing decisions.

The proposed job description has been reviewed and approved by the Montebello Firefighters' Association (MFA) and was presented to the Civil Service Commission for approval at its June 24, 2025 meeting, with a recommendation for City Council adoption.

Community Risk Reduction Coordinator

The Community Risk Reduction Coordinator classification was originally established to advance the Montebello Fire Department's initiatives in public safety education, emergency preparedness, and community outreach. The position was designed as a non-sworn, civilian role responsible for coordinating key programs such as Community Emergency Response Team (CERT) training, injury and fire prevention campaigns, and public education events.

However, the initial job specification inadvertently included requirements typically

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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associated with sworn firefighter-paramedics—specifically, possession of a paramedic license and graduation from a fire academy. These qualifications conflicted with the civilian nature of the role and significantly limited the applicant pool, resulting in the position remaining vacant since its creation in Fiscal Year 2021-22.

To address this issue, the Fire Department is proposing to remove the paramedic and fire academy requirements and realign the position with its original intent. This change is expected to attract a broader, more appropriate range of candidates and improve recruitment outcomes.

The revised classification highlights relevant professional experience in community education, emergency preparedness, and risk reduction. It updates responsibilities to meet current operational needs, including delivering public safety training (e.g., CERT, Stop the Bleed), supporting public information efforts, and conducting risk assessments. The new job description also reinforces strong communication skills and the ability to engage effectively with diverse community groups.

These proposed updates will enhance recruitment flexibility, enable the Department to fill a critical and long-vacant role, and further support the City's community safety goals. The revised job description has been reviewed and approved by the Montebello City Employees' Association (MCEA) and was presented to the Civil Service Commission for approval at its June 24, 2025, meeting, with a recommendation for adoption by the City Council.

Firefighter/Paramedic Trainee

The Firefighter/Paramedic Trainee classification was originally established to help the Montebello Fire Department address staffing needs for Firefighter - Paramedic positions. The initial program focused on hiring candidates who had already completed a fire academy and sponsoring their enrollment in paramedic school, allowing the City to fill essential roles more efficiently.

The Fire Department now proposes expanding eligibility criteria to broaden the candidate pool and further support internal development. Under the proposed amendments, the position would be open to individuals currently participating in the Montebello Fire Department's Reserve Firefighter/Paramedic Program, as well as certified single-function paramedics. Qualified candidates would be offered the opportunity to attend either paramedic school or a fire academy at the City's expense.

Upon successful completion of the required training, trainees would be eligible to apply for internal promotion to the Firefighter - Paramedic classification within the Montebello Fire Department.

The revised job description has been reviewed and approved by the Montebello City Employees' Association (MCEA). The Firefighter / Paramedic Trainee classification is an unclassified service classification and is excluded from the City's Civil Service System. As such, the Civil Service Commission's prior approval is not necessary for the City Council's approval of the job specification.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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SUMMARY:

The proposed classification updates and additions (Attachment A) are designed to support effective emergency services delivery, improve recruitment, and align with best practices in public safety operations. Staff recommends the City Council adopt Resolution No. 25-62 (Attachment A), approving the job specifications for Firefighter - Paramedic, Community Risk Reduction Coordinator, and Firefighter/ Paramedic Trainee; and approve the updated Master Position Control (Attachment B) reflecting the updated classification changes.

ATTACHMENT(S)

1. Attachment A - Resolution - 25-62
2. Firefighter Paramedic JOB SPEC
3. Community Risk Reduction Coordinator JOB SPEC
4. Firefighter Paramedic Trainee JOB SPEC
5. ATTACHMENT B - Master Position Control FY 2025_26 UPDATED 08_13_2025

ATTACHMENT A

RESOLUTION NO. 25-62

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO AMENDING THE TABLE OF ORGANIZATION AND THE CITY OF
MONTEBELLO CLASSIFICATION PLAN**

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

SECTION 1. That the Classification Plan is hereby amended to add the following job description:

FIREFIGHTER PARAMEDIC
(Exhibit A)

SECTION 2. That the Classification Plan is hereby amended to include the revised job descriptions for the following positions:

COMMUNITY RISK REDUCTION COORDINATOR
(Exhibit B)
FIREFIGHTER / PARAMEDIC TRAINEE
(Exhibit C)

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED THIS 13TH DAY OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-62

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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. 25-62 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor, and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 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

FIREFIGHTER PARAMEDIC

Position

Under general supervision, to perform a wide variety of firefighting, emergency service and emergency medical duties; to perform fire inspections and prevention work; to perform special assignments as delegated; and to perform related work as required.

The is the second level for City firefighting and emergency medical service assignments. Incumbents are expected to be capable of and proficient at performing a wide range of normal firefighting, emergency service and emergency medical duties. Incumbents are also expected to perform patient care duties as a paramedic.

Example of Duties

Responds to fire and emergency alarms; drives vehicles; lays and connects hoses; holds nozzles and directs water streams; raises and climbs ladders; uses chemical extinguishers, hooks, line and other equipment; ventilates burning buildings to deal with emergency situations; removes persons from danger; performs cleanup and salvage operations; administers first aid and/or advanced life support (ALS) emergency medical services to injured and sick persons. When assigned on the paramedic rescue squad and/or paramedic engine/truck, responds to a variety of calls requiring the performance special rescue and emergency medical assistance; maintains oxygen breathing equipment, resuscitation equipment and other lifesaving equipment and medications; participates in demonstrations of accident prevention, rescue and first aid; performs regular station and equipment maintenance; cleans living quarters, apparatus bays and fire and EMS apparatus; tests fire hydrants; reviews and receives training in Fire Department rules and regulations, fire hazards, firefighting techniques, emergency service procedures and emergency medical care; participates in training exercises and remains proficient in the standards of medical care required by established EMS protocols; performs fire inspection and prevention work; makes public presentations to enhance public relations; may assume the duties of Fire Engineer in their absence or in a training capacity. Operate radiotelephone equipment and communicate medical information to base hospital medical personnel and others. Serve as a preceptor for paramedic and emergency medical technician trainees. Compile necessary reports and records. Drive an ambulance and/or paramedic squad vehicle. Other duties as assigned.

Organizational Responsibilities

This class reports to a Fire Captain or a company commander. All Paramedic/Fire Fighters are subject to recall at any time and may be required to be on-duty for any reasonable combination of hours in emergencies and may be assigned any necessary work duty.

Minimum Qualifications

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities to qualify for the position, including:

Education:

- Graduation from high school or a G.E.D.
- AA/AS Degree or higher in fire science or closely related field is highly desirable.
- Successful completion of State certified fire academy is required.
- Successful completion of State certified Paramedic program is required.

Work Experience:

Prior experience in fire and emergency service work is highly desirable.

Special Requirements:

- Possession of a California Class C driver's license at time of application, must obtain Firefighter endorsement within 6-months of employment; must maintain said license in good standing throughout employment in this position.
- Possession of a current California Paramedic license (or equivalent) and certification from a recognized training program, at time of application and maintenance of said license in good standing throughout employment in this position.
- Must possess a National Registry and/or California State Paramedic (EMT-P) License, at time of application and maintenance of said license in good standing throughout employment in this position.
- Possession of a California State Fire Marshal Haz-Mat First Responder Certificate.
- Possession of a Consolidated Physical Ability certificate (CPAT) at time of appointment

Supplemental Information

Knowledge of:

- Methods and principles of fire suppression.
- Methods and principles of fire investigations.
- Methods and principles of fire prevention.
- Methods and principles of emergency medical response.
- Methods and principles of patient care.
- Methods and principles of hazardous material control.

Ability to:

- Respond quickly to emergency situations and work under pressure
- Assist with fire inspections and prevention activities.
- Interpret, explain and apply fire codes and regulations.
- Learn and perform special assignments as directed.
- Understand and carry out oral and written directives.
- Abide by City and Department Policies and Procedures.
- Meet and maintain established standards of physical endurance and agility.
- Effectively represent the fire service functions of the Department with the public.
- Establish and maintain effective cooperative working relationships.
- Work well with a diverse population.
- Communicate effectively orally and in writing.
- Agree not to use tobacco products of any kind.
- Work in hazardous environments.
- Respond to emergencies at any hour.
- Work in a team setting.

CITY OF MONTEBELLO**COMMUNITY RISK REDUCTION COORDINATOR****Class Concept**

Under general supervision, the Community Risk Reduction Coordinator performs a variety of professional duties including developing and providing community risk reduction education, awareness, and injury prevention programs for schools, businesses, children, adolescents, and adults. Work is performed with considerable independence. Completes Work in the areas of public speaking and instruction to promote safety in the community, such as the community risk reduction education program (e.g., fire safety, injury prevention wildland fire protection and emergency preparedness); will perform, use strategic planning to define the mission and goals for a local Community Emergency Response Team (CERT) program functions and responsibilities, and to perform related work as required.

Distinguishing Characteristics

This is a professional, non-sworn classification in the Fire Department. The incumbent reports to the Assistant Fire Chief, Assistant Director and/or designee supervisor. The Community Risk Reduction Coordinator performs duties to support the Fire Department. The Community Risk Reduction Coordinator is subject to recall at any time and may be required to be on duty for any reasonable combination of hours in emergencies and may be assigned any necessary work duty.

Example of Duties

This position will serve as a liaison with public safety agencies, city divisions and private entities to ensure community preparedness through facilitation and instruction of various programs. The following duties represent the principal job duties: conduct community education and risk reduction programs and training classes for County representatives, first responders, city/town staff, and community members including diverse audiences of all ages, abilities, cultures and backgrounds. Schedule community risk reduction education programs and events for cities/towns, schools, businesses, places of worship, neighborhood groups and other community organizations. Assist with planning, organizing and coordinating community education and risk reduction programs, events and services. Train and lead members of the community in responding to an emergency or disaster situation. An emergency response team can prepare the community for potential crises by training volunteers, developing an emergency response plan, and reviewing the equipment necessary to respond to a crisis. Assist with revising and

updating elements of community education and risk reduction programs and services, including PowerPoint presentations, resource materials, pamphlets, course outlines and handouts. Respond to requests from schools, businesses, organizations and the public for fire safety, injury prevention and community preparedness information, literature and materials; attend meetings, trainings and conferences to promote the Department's community safety, injury prevention, wellness, wildfire protection and preparedness programs. Monitor inventory of props, materials and equipment and prepare and organize required supplies for scheduled events, trainings, programs and meetings.

Community Outreach Programs:

- Community Emergency Response Training (CERT)
- Stop the Bleed (Active shooter incidents)
- Sidewalk CPR o Ready! Set! GO!
- Cannabis Educational Prevention Program
- Life safety, terrorism-related and all hazard training curriculum development.
- Public Education and Public Service Announcements (PSA)
- Assist with Community Risk Assessments to identify gaps in service requiring development and implementation of new and/or additional risk reduction campaigns.
- Assistance with Fire Community Risk Reduction Programs.
- Public Information Officer (PIO) assignments, as needed

Minimum Qualifications

Training and Experience: Any combination of training and experience which would provide the required knowledge and abilities to qualify for the position. A typical way to obtain the knowledge and abilities would be:

Education:

AA/AS Degree or higher in Emergency Management, Public Safety, Public Health, Public Administration, Business Administration, or closely related field is highly desirable.

Experience: A minimum of two years of experience in a municipal fire department is highly desirable. Prior experience in fire and emergency service work is highly desirable.

Licenses and Certification:

Possession of a California State driver's license Class C

American Red Cross First Aid, American Red Cross or American Heart Association Cardiopulmonary Resuscitation (CPR) certificate.

Community Emergency Response Team (CERT) Program Manager Certificate, highly desirable

Supplemental Information

Knowledge of:

- Basic techniques of researching, collecting and compiling information and data. Local, State, and Federal laws, regulations and standards related to community risk reduction education programs and services.
- Government agencies and community organizations programs, services and resources, particularly those that serve high-risk, vulnerable and underserved populations.
- Knowledge of crisis management principles.
- Knowledge of critical incident stress management principles.
- Knowledge of all the basic tenets of emergency management, including mitigation, preparedness, response and recovery.
- Knowledge of interagency and community-wide participation in planning, coordination and management functions designed to improve emergency management capabilities.

And

Ability to:

- Effectively accomplish the goals and objectives of any emergency management program
- Use various media, technology, communication and dissemination techniques and methods to communicate.
- Speak effectively before diverse audiences for the purpose of providing information, education and training.
- Communicate professionally and maintain harmonious working relationships with both individuals and groups contacted in the course of work.
- Adapt to situations, evaluate problems, explore alternatives and make sound decisions.
- Demonstrate professional discretion in political environments and maintain a calm and professional demeanor in difficult situations.
- This position requires evenings and weekends work schedule
- Learn and perform special assignments as directed
- Abide by City and Department Policies and Procedures
- Effectively represent the fire service functions of the Department with the public
- Establish and maintain effective cooperative working relationships
- Ability to work well with a diverse population
- Other duties as assigned.

CITY OF MONTEBELLO

FIREFIGHTER/PARAMEDIC TRAINEE

Class Concept

Under general supervision, Firefighter/Paramedic Trainee performs a wide variety of firefighting, emergency service and emergency medical duties. This includes perform fire inspections, prevention, and public education task, along with special assignments as delegated.

The is a trainee-level classification for City firefighting and emergency medical service assignments. Incumbents are expected to demonstrate proficiency in performing a wide range of normal firefighting, emergency service and emergency medical duties. This position is expected to perform patient care duties as a paramedic. The Firefighter/Paramedic Trainee program provides participants of the City of Montebello, Fire Department Reserve Firefighter/Paramedic Program and single function paramedics an opportunity to attend a Paramedic School or a Fire Academy at no cost. Upon completion, Trainees become eligible for internal promotion to Firefighter/Paramedic.

Distinguishing Characteristic

This class reports to the Emergency Medical Services (EMS) Battalion Chief and/or designee supervisor. All Fire Fighter/Paramedic Trainees are subject to be called back at any time in the event of a disaster or emergency.

Example of Duties

Responds to fire and emergency alarms; drives vehicles; lays and connects hoses; holds nozzles and directs water streams; raises and climbs ladders; uses chemical extinguishers, bars, hooks, line and other equipment; ventilates burning buildings to deal with emergency situations; removes persons from danger; performs cleanup and salvage operations; administers first aid and/or advanced life support (ALS) emergency medical services to injured and sick persons. When assigned on the paramedic rescue squad and/or paramedic engine/truck, responds to a variety of calls requiring the performance special rescue and emergency medical assistance; maintains oxygen breathing equipment, resuscitation equipment and other lifesaving equipment and medications; participates in demonstrations of accident prevention, rescue and first aid; performs regular station and equipment maintenance; cleans living quarters, apparatus bays and fire and EMS apparatus; tests fire hydrants; reviews and receives training in Fire Department rules and regulations, fire hazards, firefighting techniques, emergency service procedures and emergency medical care; participates in training exercises and

remains proficient in the standards of medical care required by established EMS protocols; performs fire inspection and prevention work; makes public presentations to enhance public relations; may assume the duties of Fire Engineer in their absence or in a training capacity. Operate radiotelephone equipment and communicate medical information to base hospital medical personnel and others. Serve as a preceptor for paramedic and emergency medical technician trainees. Compile necessary reports and records. Drive an ambulance and/or paramedic squad vehicle.

Special Requirements

- Possession of a valid California State Driver's license Class C
- Valid CPR Certification
- Valid Emergency Medical Technician (EMT-1) certification from the State of California.
- Successful completion of the Physical Agility Test (Biddle) or CPAT within twelve (12) months from date of application submission.
- Ability to make a minimum of a one-year commitment to the program
- Possession of a Consolidated Physical Ability certificate (CPAT) at time of appointment

Minimum Qualifications

Training and Experience: Any combination of training and experience which would provide the required knowledge and abilities to qualify for the position. A typical way to obtain knowledge and abilities would be:

Education: High school graduation or GED or equivalent. California State Paramedic License or A.A. or A.S in Fire Science or California State Fire Fighter I certificate highly desirable.

To qualify for the Fire Academy Training Program: Must possess a valid National Registry and/or California State Paramedic (EMT-P) License.

To qualify for the Paramedic Training School: Must have a certificate of completion from a State of California accredited Fire Academy.

Experience: No experience is required. Active participation of the City of Montebello Reserve Firefighter Program, highly desirable. Prior experience in fire and emergency medical service work is desirable.

Qualification Guidelines

Ability to be trained, instructed and supervised in all aspects of fire suppression, fire prevention, and emergency medical procedures; ability to successfully complete the Paramedic and/or Fire Academy certification process; ability to establish and maintain

cooperative relationships in a community living environment and with the public. Possess the physical endurance and ability to perform a wide variety of strenuous fire suppression activities, to lift heavy loads, bend in all directions, climb ladders and poles, squeeze with arms and hands, pull and lower heavy loads, operate machinery using hands and legs, and work outdoors in all kinds of weather. As a condition of employment, incumbents must agree not to use tobacco products of any kind.

Supplemental Information

Knowledge of:

- Knowledge of methods and principles of fire suppression, fire investigations, fire prevention, emergency medical response, patient care and hazardous material control.

Ability to:

This position requires physical exertion, to include lifting heavy equipment, working in extreme weather conditions, and exposure to dangerous situations.

- Respond quickly to emergency situations and work under pressure
- Assist with fire inspections and prevention activities
- Interpret, explain and apply fire codes and regulations
- Learn and perform special assignments as directed
- Understand and carry out oral and written directives
- Abide by City and Department Policies and Procedures
- Meet established standards of physical endurance and agility
- Effectively represent the fire service functions of the Department with the public
- Establish and maintain effective cooperative working relationships
- Ability to work well with a diverse population
- Communicate effectively orally and in writing

As a condition of employment, must agree not to use tobacco products of any kind.

Selection:

Prior to appointment, candidates must successfully complete all of the following:

- Background Investigation
- Medical Evaluation including Drug Screen
- Psychological Evaluation
- Proof of authorization to work in the United States

A comprehensive investigation is conducted into each candidate's background in order to evaluate the candidate's suitability for the position. Areas of inquiry include:

- Work History
- School Record
- Criminal Conduct
- Drug and Alcohol Use
- Driving Record
- Credit History

At the time of appointment the successful candidate must have:

- A current and valid California State Class C driver's license
- A signed Non-Tobacco Use Statement
- A signed One-Year commitment to the Program
- Successfully passed all qualifying examinations, the City's pre-employment physical, and extensive background check

Working environment:

Required to work in hazardous environments and must be available to respond to emergencies at any notice. Requires teamwork, discipline, and adaptability



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED AUGUST 13, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Elected							
City Councilmember	5.0	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	7.0	7.0	0.0
Administration							
City Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Director of City Clerk Services	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Executive Assistant to the City Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	0.0	2.0	1.0	1.0	1.0	1.0	0.0
	8.0	11.0	8.0	8.0	10.0	10.0	0.0
Finance							
Director of Finance	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Finance	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Manager	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Accountant	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Accountant	4.0	5.0	5.0	6.0	6.0	6.0	0.0
Lead Finance Technician	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Senior Finance Technician	5.0	5.0	8.0	8.0	8.0	8.0	0.0
Finance Technician	5.0	5.0	2.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	22.0	24.0	26.0	26.0	26.0	0.0
Fire							
Fire Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Fire Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	4.0	6.0	6.0	6.0	6.0	0.0
Fire Captain	14.0	14.0	14.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter (EMT)	24.0	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter - Paramedic	0.0	0.0	18.0	18.0	18.0	18.0	0.0
Firefighter/Paramedic Trainee	4.0	4.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Community Risk Reduction Coordinator	1.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Fire Inspector	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fire Inspector	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Assistant Director of Fire	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	2.0	2.0	3.0	3.0	3.0	3.0	0.0
Public Safety Radio Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Public Safety Radio Technician	1.0	2.0	2.0	2.0	2.0	2.0	0.0
Social Work Supervisor	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Field Response Case Coordinator	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Senior Finance Technician	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	2.0	2.0	2.0	3.0	3.0	3.0	0.0
	76.0	76.0	98.0	100.0	101.0	101.0	0.0



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED AUGUST 13, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Human Resources							
Director of Human Resources / Risk Management	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Human Resources / Risk Management	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Human Resources Manager	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Human Resources Analyst	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	2.0	4.0	4.0	4.0	4.0	0.0
Human Resources Technician	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Risk Management Assistant	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	14.0	18.0	15.0	14.0	14.0	14.0	0.0
Planning and Community Development							
Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director - Economic Development	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Building Official	1.0	0.0	0.0	1.0	1.0	1.0	0.0
Housing Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Economic Development Manager	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	2.0	2.0	2.0	3.0	3.0	3.0	0.0
Code Enforcement Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	4.0	4.0	4.0	4.0	5.0	5.0	0.0
Parking Control Officer	0.0	2.0	2.0	2.0	1.0	1.0	0.0
Combination Building Inspector	1.0	0.0	0.0	1.0	1.0	1.0	0.0
Building Permit Technician	2.0	0.0	0.0	2.0	2.0	2.0	0.0
Senior Management Analyst	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Management Analyst	2.0	2.0	2.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	20.0	20.0	28.0	28.0	28.0	0.0
Police							
Police Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Police Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	6.0	6.0	6.0	7.0	7.0	7.0	0.0
Police Sergeant	10.0	10.0	10.0	11.0	11.0	11.0	0.0
Police Corporal	23.0	23.0	23.0	24.0	24.0	24.0	0.0
Police Officer	32.0	32.0	36.0	38.0	38.0	38.0	0.0
Police Community Service Officer	0.0	0.0	0.0	2.0	2.0	2.0	0.0
Police Records Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Finance Technician	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	103.0	103.0	107.0	114.0	114.0	116.0	2.0



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED AUGUST 13, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Public Works							
Director of Public Works	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	2.0	2.0	1.0	1.0	1.0	0.0
Deputy Director of Public Works	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Construction Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Assistant Engineer	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Public Works Superintendent	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Public Works Manager	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	0.0	2.0	2.0	2.0	2.0	2.0	0.0
Electrician	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Plumber	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	14.0	22.0	22.0	22.0	22.0	22.0	0.0
Senior Management Analyst	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Management Analyst	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Assistant	0.0	0.0	0.0	1.0	1.0	1.0	0.0
	25.0	45.0	46.0	43.0	43.0	43.0	0.0
Information Technology							
Information Systems Manager	0.0	0.0	2.0	1.0	1.0	1.0	0.0
Information Systems Supervisor	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	0.0	0.0	3.0	4.0	4.0	4.0	0.0
	0.0	0.0	10.0	6.0	6.0	6.0	0.0
Recreation and Community Services							
Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Recreation Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Golf Course Facilities Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Recreation Supervisor	0.0	1.0	2.0	4.0	4.0	4.0	0.0
Community Services Coordinator	4.0	4.0	6.0	6.0	6.0	6.0	0.0
Public Affairs Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Public Information Officer	0.0	0.0	0.0	2.0	2.0	2.0	0.0
Senior Management Analyst	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Administrative Assistant	0.0	0.0	0.0	1.0	1.0	1.0	0.0
	21.0	11.0	14.0	23.0	24.0	24.0	0.0



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED AUGUST 13, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Transportation							
Director of Transportation	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Transportation	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director	2.0	1.0	1.0	2.0	2.0	2.0	0.0
Transit Administration Manager	2.0	1.0	1.0	2.0	2.0	2.0	0.0
Transit Operations Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Facility Maintenance Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Supervisor	4.0	4.0	4.0	6.0	6.0	6.0	0.0
Transit Dispatch Supervisor	15.0	15.0	13.0	15.0	15.0	15.0	0.0
Transit Assistant Manager	3.0	3.0	3.0	7.0	7.0	7.0	0.0
Warehouse Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Services Supervisor	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Senior Management Analyst	0.0	1.0	3.0	2.0	2.0	2.0	0.0
Management Analyst	3.0	4.0	5.0	5.0	5.0	5.0	0.0
Transit Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Finance Technician	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Account Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Technician	3.0	3.0	3.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Bus Operator	120.0	150.0	150.0	150.0	150.0	150.0	0.0
Heavy Equipment Mechanic	15.0	15.0	15.0	15.0	15.0	15.0	0.0
Fleet Service Worker	13.0	13.0	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Building Maintenance Tradeworker II	1.0	2.0	2.0	2.0	2.0	2.0	0.0
Storekeeper	3.0	3.0	4.0	4.0	4.0	4.0	0.0
Administrative Assistant	5.0	5.0	3.0	3.0	3.0	3.0	0.0
	204.0	234.0	233.0	243.0	243.0	243.0	0.0

Total Full-Time Employees	500.0	547.0	582.0	612.0	616.0	618.0	2.0
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Total Full-Time Employees Net Elected	493.0	540.0	575.0	605.0	609.0	611.0	2.0
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	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Administration	8.0	11.0	8.0	8.0	10.0	10.0	0.0
Community Development	21.0	20.0	20.0	28.0	28.0	28.0	0.0
Finance	21.0	22.0	24.0	26.0	26.0	26.0	0.0
Fire	76.0	76.0	98.0	100.0	101.0	101.0	0.0
Human Resources	14.0	18.0	15.0	14.0	14.0	14.0	0.0
Parks and Recreation	21.0	11.0	14.0	23.0	24.0	24.0	0.0
Police	103.0	103.0	107.0	114.0	114.0	116.0	2.0
Public Works	25.0	45.0	46.0	43.0	43.0	43.0	0.0
Information Technology	0.0	0.0	10.0	6.0	6.0	6.0	0.0
Transit	204.0	234.0	233.0	243.0	243.0	243.0	0.0
	493.0	540.0	575.0	605.0	609.0	611.0	2.0



ITEM # 33

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT FOR IVA SOLUTIONS FOR FISCAL YEAR 2025-26

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize a not-to-exceed amount of \$100,000 for IVA Solutions-related services during Fiscal Year 2025-26; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Information Technology Division (DoIT) utilizes IVA Solutions for the installation and repair of access control hardware throughout the City (i.e., door security key cards). Security upgrades to the doors at Fire Station Nos. 55, 56, and 57 have been requested by the Fire Department and new access control hardware will be needed at the new Police Department Community Resource Center to be located at Holifield Park.

Quotes have been obtained for both projects and IVA Solutions has provided the lowest quote. The Fire Station project will cost \$44,421 and the Police Department project will cost approximately \$13,000. Additionally, the City has a current agreement with IVA Solutions for annual maintenance. The total cost for the two projects and annual service exceeds the \$50,000 spending limit per vendor and requires City Council approval to make any additional purchases.

Staff is requesting additional spending authority of up to \$100,000 to complete the Fire and Police Department projects and continue purchasing necessary services for the remainder of Fiscal Year 2025-26. No budget appropriations are required. DoIT has budgeted for annual maintenance services, and each department will continue to use its existing approved budget for any needed services.

BACKGROUND/DISCUSSION:

The City's IT Division (DoIT) manages all IVA Solutions purchase orders on behalf of all City departments. IVA Solutions provides advanced security solutions designed to manage and monitor who can enter or exit specific locations within a facility. Unlike traditional keys, which can be copied or lost, these systems utilize digital mechanisms such as key cards, biometrics, or PIN codes to control access. Currently, the City has 165 doors across various departments that are activated by key fobs to help DoIT manage and limit access to secure locations throughout the City.

IVA Solutions has been providing access control and door security services since 2022 and the City has a current contract to provide software and maintenance for the installed access points. As new controlled access points are needed, departments submit their requests to the IT Division for review, who then opens purchase orders for IVA Solutions, maintaining an organized and efficient purchasing process.

The City is requesting additional purchasing authority for IVA Solutions due to new security access points being needed at the new Police Department Community Resource Center to be located at Holifield Park and for improved security access at Fire Station Nos. 55, 56, and 57. Quotes were obtained for both projects and IVA Solutions provided the lowest quotes. The total cost for both projects is approximately \$57,000 which exceeds the \$50,000 spending limit per vendor and requires City Council approval for additional purchases.

Staff is requesting spending authority of up to \$100,000 for the completion of planned Fire and Police Department projects, as well as for any necessary repairs to existing infrastructure or the installation of new security access points at City facilities during Fiscal Year 2025–26. No budget adjustments are needed, as all expenses will be covered within the existing approved budgets of each department.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council authorize increasing the annual not-to-exceed amount to \$100,000 for IVA Solutions for purchases during Fiscal Year 2025=26.

ATTACHMENT(S)

None



ITEM # 34

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4375 WITH UNITED RENTALS INC. TO PROVIDE RENTAL EQUIPMENT

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4375 with United Rentals Inc.to provide Rental Equipment for a three (3) year term (through June 30, 2028), with two (2) one-year extension options for an annual not-to-exceed amount of \$60,000; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The agreement has a not-to-exceed annual amount of \$60,000,with a three (3) year term expiring June 30, 2028 (Attachment A). Funding for Rental Equipment expenses is included in the adopted Fiscal Year 2025–26 budget across multiple City departments, including Public Works and Parks and Recreation, under object code 6040.70 (Contract Services Rental – Building & Equipment). This is a standard budget line item used for the rental of equipment needed to complete maintenance, construction, and special projects. Assuming participation by these departments, there is at least \$60,000 collectively budgeted for such expenses in FY 2025–26.

BACKGROUND/DISCUSSION:

The City of Montebello's Public Works and Parks and Recreation Departments routinely require access to specialized and heavy-duty equipment to complete critical

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

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maintenance, construction, and improvement projects throughout the City. Renting equipment as needed is often more practical and cost-effective than owning and storing large or specialized machinery that may only be required for short-term or seasonal projects.

To ensure timely and reliable access to high-quality equipment, the City issued Request for Quotes (RFQ) No. 25-04 to establish a not-to-exceed contract with a qualified rental equipment provider. Multiple proposals were evaluated based on inventory range, experience, responsiveness, and familiarity with municipal contracting.

United Rentals was selected as the most qualified vendor due to its extensive, well-maintained inventory, competitive rental rates, and strong track record of serving public agencies. Their broad selection includes heavy equipment, lifts, high-elevation machinery, power tools, and specialized rental items commonly used by both the Public Works and Parks and Recreation Departments.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends awarding Professional Services Agreement No. 4375 for Rental Equipment to United Rentals based on their broad equipment inventory, demonstrated reliability, and extensive experience providing rental services to government agencies. The FY 2025-26 budget includes funding for the rental of equipment in various departments (.e.g, Public Works and Parks and Recreation). Therefore, the recommended actions do not require a budget amendment.

ATTACHMENT(S)

1. Attachment A- Agr. No. 4375 - United Rentals

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4375
WITH UNITED RENTALS (NORTH AMERICA), INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 13, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **UNITED RENTALS (NORTH AMERICA), INC.** (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a professional vendor to provide Rental Equipment ; and

WHEREAS, on or about May 15, 2025, the CITY issued a Request for Quotations RFQ 25-04 for Rental Equipment and

WHEREAS, the VENDOR submitted a proposal in response to the Request; and

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

WHEREAS, the CITY evaluated the responses and determined that the VENDOR will meet the requirements in a satisfactory manner.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

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

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

SECTION 2. SERVICES / COMPENSATION.

A. The VENDOR shall provide the CITY with all equipment, materials and incidentals on an as-needed basis.

B. The VENDOR shall be compensated in an amount not-to-exceed Sixty Thousand Dollars (\$60,000) per year ("Compensation"). The VENDOR shall provide

an itemized billing statement to the CITY for all Rental Equipment provided. The VENDOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2028, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods by mutual agreement of both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The VENDOR hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

The VENDOR shall 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$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 VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

b. If the VENDOR maintains higher limits than the minimums shown above, the

CITY requires and shall be entitled to coverage for the higher limits maintained by the VENDOR.

c. The CONTACTOR shall require each of its subvendors, 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 VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the VENDOR's expense, the premium thereon.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: tjacobs-strange@montebellocal.gov

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The VENDOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the VENDOR and shall not bind or purport to bind the CITY and shall not release the VENDOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-vendors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

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

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebellocal.ca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebellocal.ca.gov
If to Vendor:	United Rentals (North America), Inc. 100 First Stamford Place, Suite 700 Stamford, CT 06902 Robert Caudle Director of Government Sales Phone: 404-406-9491 Email: rcaudle@ur.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the VENDOR shall not discriminate against any employee, sub-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. The 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.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the VENDOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded VENDOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the VENDOR. VENDOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the VENDOR with the governmental agency. This provision in no way guaranteed that the VENDOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[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")

("VENDOR")

CITY OF MONTEBELLO

UNITED RENTALS (NORTH AMERICA), INC.

Raul Alvarez, City Manager

Robert Caudle, Director of Government Sales

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Vendor's Response to RFQ 25-04

EXHIBIT “A”

**Vendor’s Response to Request for Quotations 25-06 for Rental
Equipment**



United Rentals (North America), Inc.
100 First Stamford Place, Suite 700
Stamford, CT 06902

Tel: 877.874.4468
Fax: 877.735.7450
UnitedRentals.com

To whom it may concern,

United Rentals would like to be considered for RFQ No. 25-04.

United Rentals is the largest equipment rental company in the world. Locally in the Los Angeles metro we have over 15 locations, 50 drivers, 55 technicians and \$240 million in rental fleet. Our Southern California market with all our business units is 65 locations, 175 drivers, 250 technicians and \$800 million of rental fleet. The city would have \$800 million n fleet at their disposal, across 11 divisions. The city will have the support of the local Government Account Manager and the local territory sales representative out in the field. There will also be office support from our inside sales and dispatch teams, as well as Operations Manager and Branch manager.

Depending on the project and needs, we would have the territory sales representative and team from each division needed (ie: Power, HVAC, Fluid Solutions, Portable toilets) involved in planning and equipment that works for the project. Once a plan is agreed upon, we could setup an email group for the City. All requests, service calls, terminations can be sent to this email and there will be at least 5 people receiving the emails, including the Sales Representative and Government Account Manager. We will also set up and team-member at the city on our proprietary customer-facing system, Total Control. It is a web and mobile based program for the city to have visibility on the account. With Total Control, the city can see what is on rent, where it is located (GPS), invoicing and reports.

United Rentals is a 24/7 operation. During business hours the city can reach out to the office or the local territory representative. After hours or in an emergency the city can call the local territory representative or call the 800 number. The call center will transfer the person to the UR on call employee for the local branch. The UR employee will then place a service call or emergency order and dispatch accordingly.

United Rentals has many years of experience providing rental equipment to public agencies through competitive bids leading to 3-to-5-year contracts, as well as through cooperatives, the most popular being Sourcewell. Below is a small list of agencies we are currently working with under RFQ contracts and cooperative contracts.

United Rentals has no conflict of interest in submitting a proposal for this opportunity with the city.

City of Long Beach

Furnishing and deliver equipment through the city and its multiple departments on an as needed basis

2015-present (multiple 5-year contract awards)

Contract: \$250k+/ year



United Rentals (North America), Inc.
100 First Stamford Place, Suite 700
Stamford, CT 06902

Tel: 877.874.4468
Fax: 877.735.7450
UnitedRentals.com

Orange County Public Works
Furnish and deliver Heavy equipment throughout the County
2020- present (5-year contract)
Contract; \$300K+/ year

John Wayne Airport
Furnish and deliver construction equipment
2020-present (5-year contract with renewal at end stages for another 5 years)
Contract: \$100K+/ year

Orange County Waste and Recycling
Furnish and deliver construction equipment
2020-present (5-year contract)
Contract: \$100K+/ year

Los Angeles Unified School District
Furnish and deliver construction equipment to school sites on an as needed basis
2015- present (multiple 3–5-year contracts awarded)
Contracts: \$500-\$800K/ year

Los Angeles Dept Water and Power
Furnish and deliver construction equipment to LADWP sites throughout the state.
2016-present (multiple 3-year contracts awarded)
Contracts: \$1-3 Million/ year

Caltrans – Los Angeles/ Ventura County
Furnish and deliver construction equipment to Caltrans sites
2023-2026 (3-year contract)
Contract \$9 million/ 3 years

Caltrans – Orange County
Furnish and deliver construction equipment to Caltrans sites
2024-2027 (3-year contract)
Contract: \$5 million/ 3years

We have also attached United Rentals capabilities packet for the City's review. Please feel free to reach out to me with any questions.

We look forward to doing business with you.



Madeleine Santoro

United Rentals - Government Sales

United Rentals (North America), Inc.
100 First Stamford Place, Suite 700
Stamford, CT 06902

Tel: 877.874.4468
Fax: 877.735.7450
UnitedRentals.com

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

CONSULTANT NAME

Raul Alvarez, City Manager

Full Name, Title

 *Branch Manager*

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Quotations for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement [Delete if not applicable and/or continue listing Exhibits as applicable]



**UNITED RENTALS (NORTH AMERICA), INC.
EXCEPTIONS TO:**

**CITY OF MONTEBELLO
Request for Quotations
(RFQ No. 25-04)
RENTAL EQUIPMENT**

The submission of the attached bid by United Rentals (North America), Inc. ("Vendor/Consultant") is subject to the exceptions set forth below.

SECTION; PAGE NUMBER	EXCEPTION; EXPLANATION
IV. CONTRACT PROVISIONS AND PECIFICATIONS; E. Product Standards and Warranty; Page 5 And PROFESSIONAL SERVICES AGREEMENT NO. XXXX; Section 20. Warranties; Page 8	Vendor/Consultant requests that any references to "warranty" or "guaranty" be modified to reflect that Vendor/Consultant is not the manufacturer of the equipment rented hereunder. Accordingly, Vendor/Consultant requests that all such references be amended to reflect the following: "The only warranty provided with the equipment rented herein is the warranty provided by the original equipment manufacturer ("OEM"). Bidder will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes Bidder to repair or replace the equipment, Bidder will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED."
PROFESSIONAL SERVICES AGREEMENT NO. XXXX; Section 14. Indemnification; Page 5	Once the equipment is delivered, Vendor/Consultant no longer has any control over the use or misuse of the equipment rented. As such, Vendor/Consultant requests that this section be modified to reflect that Vendor/Consultant's indemnification, defense and save harmless obligations shall be limited to claims to the extent caused by the negligence or willful misconduct of Vendor/Consultant during the delivery and service of the good rented hereunder. Vendor/Consultant's liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including reasonable attorney fees. In no event shall Vendor/Consultant be liable for incidental, special or consequential damages.
ROFESSIONAL SERVICES AGREEMENT NO. XXXX; EXHIBIT C - Live Scan Fingerprinting Requirements; Page 14	Vendor/Consultant requests this be deleted in its entirety.

CITY OF PICO RIVERA

BUSINESS LICENSE TAX CERTIFICATE



Business Name: UNITED RENTALS (NORTH AMERICA), INC.
Business Location: 3455 SAN GABRIEL RIVER PKWY
PICO RIVERA, CA 90660-1450

Business Type: EQUIPMENT RENTALS

Owner(s): ATTN BUSINESS LICENSE DEP

JONATHAN POOLE
UNITED RENTALS (NORTH AMERICA), INC.
251 LITTLE FALLS DR
WILMINGTON, DE 19808-1674

License Number: 03500560
Date Issued: 10/1/2024
Expiration Date: 09/30/2025

*THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.
IT IS NOT TRANSFERABLE OR ASSIGNABLE*

UNITED RENTALS (NORTH AMERICA), INC.:

Thank you for your payment on your City of Pico Rivera Business License.

This License Certificate does not permit any individual, business, or corporate entity, to conduct business activity which would otherwise be prohibited in the City. Payment of a business tax (required by the provisions of the City of Pico Rivera Municipal Code), its acceptance by the City, and the issuance of a certificate to any person, shall not authorize the holder thereof to carry on any business unless the holder has complied with all requirements of said Code and all other applicable laws. This certificate has been issued without verification that the holder is subject to or exempted from licensing by the state, county, or federal government; or any other government or government agency.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license. If you have questions concerning your business license, contact the Business Support Center via email at PicoRivera@hdlgov.com or by telephone at (562) 222-8750.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



CITY OF PICO RIVERA
8839 N CEDAR AVE #212
FRESNO, CA 93720



CITY OF PICO RIVERA

BUSINESS LICENSE TAX CERTIFICATE

JONATHAN POOLE
UNITED RENTALS (NORTH AMERICA), INC.
251 LITTLE FALLS DR
WILMINGTON, DE 19808-1674

License Number: 03500560
Date of Issue: 10/01/2024

Description	Day	Week	Month
BACKHOE/LOADER COMPACT 20-29HP 4WD	\$ 256	\$ 755	\$ 1,826
BACKHOE/LOADER 60-90HP 4WD	\$ 371	\$ 990	\$ 2,377
BACKHOE/LOADER 60-90HP 4WD CAB EXT-A-HO	\$ 463	\$ 1,286	\$ 2,461
BACKHOE/LOADER 60-90HP 4WD EXT-A-HOE	\$ 383	\$ 1,036	\$ 2,384
BACKHOE/LOADER 60-90HP 4WD CAB	\$ 463	\$ 1,358	\$ 2,850
BACKHOE/LOADER 91-104HP 4WD EXT-A-HOE	\$ 475	\$ 1,420	\$ 3,207
BACKHOE/LOADER OVER 105HP 4WD EXT-A-HO	\$ 589	\$ 1,723	\$ 4,076
BACKHOE/LOADER OVER 121HP 4WD EXT-HOE	\$ 573	\$ 1,957	\$ 5,215
BACKHOE BUCKET 18"	\$ 3	\$ 12	\$ 26
BACKHOE BUCKET 24"	\$ 37	\$ 79	\$ 184
BACKHOE BUCKET 30"	\$ 14	\$ 33	\$ 56
BACKHOE BREAKER	\$ 358	\$ 891	\$ 2,172
BACKHOE VIBRATORY PLATE COMPACTOR	\$ 220	\$ 553	\$ 1,377
BACKHOE 18" COMPACTION WHEEL	\$ 150	\$ 449	\$ 1,023
BACKHOE AUGER POWER UNIT	\$ 213	\$ 577	\$ 1,220
TRENCHER RIDE ON WITH BACKHOE	\$ 448	\$ 1,164	\$ 2,899
SKID STEER TRACK LOADER 3400# AND OVER	\$ 533	\$ 1,424	\$ 3,206
SKID STEER LOADER 2600# AND OVER	\$ 371	\$ 1,112	\$ 2,421
SKID STEER MINI 601-950# DSL TRACKED	\$ 237	\$ 716	\$ 1,611
SKID STEER LOADER 601-850#	\$ 237	\$ 716	\$ 1,611
SKID STEER LOADER 1351-1699#	\$ 252	\$ 731	\$ 1,619
SKID STEER BUCKET 36" SMOOTH	\$ 9	\$ 33	\$ 105
SKID STEER BUCKET 68" SMOOTH	\$ 3	\$ 10	\$ 23
SKID STEER BUCKET 60" SMOOTH	\$ 10	\$ 25	\$ 58
SKID STEER BUCKET 66" SMOOTH	\$ 2	\$ 7	\$ 14
SKID STEER BUCKET 66" TOOTH	\$ 7	\$ 15	\$ 39
SKID STEER BUCKET 72" TOOTH	\$ 7	\$ 20	\$ 44
SKID STEER BUCKET 72" SMOOTH	\$ 49	\$ 91	\$ 282
SKID STEER BUCKET 74" SMOOTH	\$ 3	\$ 12	\$ 33
SKID STEER BUCKET 78" SMOOTH	\$ 7	\$ 14	\$ 28
SKID STEER BUCKET 78" TOOTH	\$ 3	\$ 11	\$ 40
SKID STEER GRAPPLE BUCKET	\$ 132	\$ 323	\$ 788
SKID STEER SNOW BUCKET	\$ 25	\$ 75	\$ 179
SKID STEER TRACK LOADER WALKBEHIND	\$ 239	\$ 575	\$ 1,439
SKID STEER BRUSH MOWER ATTACHMENT	\$ 208	\$ 431	\$ 1,407
SKID STEER TRENCHER ATTACHMENT	\$ 201	\$ 494	\$ 1,235
SKID STEER PLANER ATTACHMENT	\$ 616	\$ 1,725	\$ 2,905
SKID STEER ROCKHOUND	\$ 214	\$ 557	\$ 1,390
SKID STEER 72" DOZER BLADE ATTACHMENT	\$ 102	\$ 297	\$ 667
SKID STEER BREAKER	\$ 237	\$ 674	\$ 1,499
SKID STEER MULCHING HEAD	\$ 340	\$ 1,175	\$ 2,951
SKID STEER LANDSCAPE RAKE ATTACHMENT	\$ 190	\$ 515	\$ 996
SKID STEER FORK ATTACHMENT	\$ 62	\$ 154	\$ 371
SKID STEER FORK ATTACHMENT HEAVY DUTY	\$ 56	\$ 194	\$ 455
SKID STEER GRAPPLE FORK ATTACHMENT	\$ 170	\$ 425	\$ 881
SKID STEER PICKUP BROOM WITH DUMP BUCKE	\$ 151	\$ 387	\$ 937
SKID STEER ANGLE BROOM	\$ 146	\$ 344	\$ 880

SKID STEER SNOW PLOW ATTACHMENT	\$ 82	\$ 232	\$ 486
SKID STEER ROOT GRAPPLE BUCKET	\$ 125	\$ 329	\$ 661
SKID STEER AUGER POWER UNIT	\$ 122	\$ 299	\$ 794
SKID STEER AUGER EXTENSION 2' HEX	\$ 35	\$ 126	\$ 220
SKID STEER AUGER EXTENSION	\$ 23	\$ 115	\$ 231
SKID STEER AUGER BIT 6"	\$ 34	\$ 104	\$ 243
SKID STEER AUGER BIT 9"	\$ 48	\$ 118	\$ 296
SKID STEER TRACK LOADER 1300-1699#	\$ 371	\$ 1,112	\$ 2,421
SKID STEER AUGER BIT 12"	\$ 44	\$ 116	\$ 321
SKID STEER AUGER BIT 18"	\$ 50	\$ 150	\$ 237
SKID STEER AUGER BIT 24"	\$ 60	\$ 164	\$ 373
SKID STEER AUGER BIT 30"	\$ 63	\$ 169	\$ 354
SKID STEER AUGER BIT 36"	\$ 81	\$ 202	\$ 505
SKID STEER MINI AUGER POWER UNIT	\$ 102	\$ 422	\$ 749
SKID STEER TRACK LOADER 1700-1999#	\$ 381	\$ 1,146	\$ 2,529
SKID STEER TRACK LOADER 2000-2399#	\$ 393	\$ 1,170	\$ 2,664
SKID STEER TRACK LOADER 2400-2799#	\$ 463	\$ 1,194	\$ 2,841
SKID STEER TRACK LOADER 2800-3399	\$ 528	\$ 1,369	\$ 2,987
SKID STEER LOADER 1700-1899#	\$ 296	\$ 856	\$ 1,736
SKID STEER LOADER 1900-2000#	\$ 317	\$ 895	\$ 2,027
SKID STEER LOADER 2001-2599#	\$ 302	\$ 971	\$ 2,225
CRANE HOOK ATTACHMENT FOR FORKLIFT	\$ 66	\$ 173	\$ 363
FORKLIFT 4' PALLET FORKS	\$ 5	\$ 14	\$ 27
FORKLIFT 6' FORKS	\$ 30	\$ 93	\$ 119
FORKLIFT 8' FORKS	\$ 33	\$ 63	\$ 142
FORKLIFT TOW AND LIFT ATTACHMENT	\$ 69	\$ 181	\$ 468
FORKLIFT JIB	\$ 63	\$ 156	\$ 392
FORKLIFT MATERIAL BUCKET	\$ 78	\$ 267	\$ 379
FORKLIFT HOPPER 1.5 YARD	\$ 72	\$ 188	\$ 407
FORKLIFT HOPPER 2 YARD	\$ 118	\$ 243	\$ 409
FORKLIFT MAN CAGE 4' X 8'	\$ 65	\$ 183	\$ 449
FORKLIFT WHSE 5000# GAS/LP	\$ 235	\$ 667	\$ 1,416
FORKLIFT WHSE 5000# ELECTRIC	\$ 235	\$ 667	\$ 1,416
FORKLIFT WHSE 5000# DIESEL	\$ 235	\$ 667	\$ 1,416
FORKLIFT WHSE 5000# CUSHION	\$ 235	\$ 667	\$ 1,416
FORKLIFT WHSE 5000# LOW PROFILE GAS/LP	\$ 235	\$ 667	\$ 1,416
FORKLIFT WHSE 5000# PNEU DF QUADMAST	\$ 235	\$ 667	\$ 1,416
FORKLIFT WHSE 6000# PNEU NMT DF QUADMAS	\$ 261	\$ 819	\$ 1,675
FORKLIFT WHSE 6000# GAS/LP	\$ 261	\$ 819	\$ 1,675
FORKLIFT WHSE 6000# DIESEL	\$ 261	\$ 819	\$ 1,675
FORKLIFT WHSE 6000# PNEUMATIC	\$ 261	\$ 819	\$ 1,675
FORKLIFT WHSE 6000# CUSHION	\$ 261	\$ 819	\$ 1,675
FORKLIFT WHSE 8000# GAS/LP	\$ 321	\$ 937	\$ 1,969
FORKLIFT WHSE 8000# DIESEL	\$ 321	\$ 937	\$ 1,969
FORKLIFT WHSE 8000# PNEUMATIC	\$ 321	\$ 937	\$ 1,969
FORKLIFT WHSE 10000-12500# DIESEL	\$ 381	\$ 987	\$ 2,443
FORKLIFT WHSE 10000-12500# PNEUMATIC	\$ 458	\$ 1,218	\$ 2,885
FORKLIFT WHSE 15000#	\$ 539	\$ 1,539	\$ 3,456
FORKLIFT WHSE 20000-22499# PNEUMATIC	\$ 673	\$ 2,008	\$ 4,712

FORKLIFT WHSE 25000-30000# PNEUMATIC	\$ 742	\$ 2,370	\$ 5,923
FORKLIFT WHSE 30000-35000# PNEUMATIC	\$ 1,020	\$ 2,675	\$ 6,564
FORKLIFT WHSE 35000-49999# PNEUMATIC	\$ 1,131	\$ 2,889	\$ 7,070
FORKLIFT WHSE 10000-12000# CONST PNEU	\$ 405	\$ 1,001	\$ 2,673
FORKLIFT WHSE 1000-4000# ELEC WALKBEHIND	\$ 196	\$ 608	\$ 1,223
FORKLIFT ROUGH TERRAIN 6000# 11-20' 2WD	\$ 356	\$ 889	\$ 2,219
FORKLIFT ROUGH TERRAIN 6000# 21-29'	\$ 392	\$ 981	\$ 2,452
FORKLIFT ROUGH TERRAIN 8000# 15-22' 2WD	\$ 405	\$ 1,011	\$ 2,526
FORKLIFT ROUGH TERRAIN 8000# 15-22' 4WD	\$ 433	\$ 1,044	\$ 2,575
FORKLIFT 4500# 15' & UP VARIABLE REACH	\$ 363	\$ 1,065	\$ 2,379
FORKLIFT 5000# 16-20' VARIABLE REACH	\$ 373	\$ 1,150	\$ 2,450
FORKLIFT VARIABLE REACH 6000# 15	\$ 451	\$ 1,261	\$ 2,568
FORKLIFT VARIABLE REACH 6000# 35-39'	\$ 470	\$ 1,325	\$ 2,849
FORKLIFT VARIABLE REACH 6000# 40-49'	\$ 470	\$ 1,325	\$ 2,797
FORKLIFT VARIABLE REACH 7000# 38	\$ 514	\$ 1,352	\$ 2,737
FORKLIFT VARIABLE REACH 8000# 50' & UP	\$ 593	\$ 1,625	\$ 4,034
FORKLIFT VARIABLE REACH 8000# 40-49'	\$ 539	\$ 1,507	\$ 3,246
FORKLIFT VARIABLE REACH 9000# 30-45'	\$ 675	\$ 1,711	\$ 4,082
FORKLIFT VARIABLE REACH 10000# 40-49'	\$ 711	\$ 1,775	\$ 4,479
FORKLIFT VARIABLE REACH 10000# 50' & UP	\$ 724	\$ 1,826	\$ 4,523
FORKLIFT VARIABLE REACH 12000# 55' & UP	\$ 808	\$ 2,228	\$ 5,387
FORKLIFT VARIABLE REACH 14000# 55' & UP	\$ 907	\$ 2,563	\$ 6,049
FORKLIFT VARIABLE REACH 15-16000# 40-55'	\$ 1,129	\$ 3,043	\$ 7,530
FORKLIFT VARIABLE REACH 16-18000# 32'&UP	\$ 1,472	\$ 3,830	\$ 9,852
FORKLIFT VARIABLE REACH 20000# 32' & UP	\$ 1,813	\$ 5,531	\$ 14,385
PROPANE TANK 10 FORKLIFT	\$ 18	\$ 18	\$ 57
TRAILER WALKBEHIND TRENCHER	\$ 18	\$ 63	\$ 158
TRENCHER 11-15HP WALKBEHIND TIRE	\$ 255	\$ 782	\$ 1,684
TRENCHER 11-15HP WALKBEHIND TRACK	\$ 263	\$ 781	\$ 1,598
TRENCHER 16-27HP WALKBEHIND TIRE	\$ 276	\$ 814	\$ 1,907
TRENCHER 16-27HP WALKBEHIND TRACK	\$ 293	\$ 902	\$ 2,041
TRENCHER 32-50HP	\$ 413	\$ 1,157	\$ 2,707
TRENCHER 51-69HP	\$ 599	\$ 1,652	\$ 3,853
MINI EXCAVATOR 4000-4999#	\$ 316	\$ 929	\$ 2,180
MINI EXCAVATOR 4000-4999# ELECTRIC	\$ 461	\$ 1,194	\$ 2,875
MINI EXCAVATOR 8500# ZERO TAIL SWING	\$ 370	\$ 1,098	\$ 2,527
MINI EXCAVATOR BUCKET CLEAN OUT	\$ 18	\$ 31	\$ 61
MINI EXCAVATOR BUCKET 12" SMOOTH	\$ 2	\$ 7	\$ 11
MINI EXCAVATOR BUCKET 18" SMOOTH	\$ 8	\$ 20	\$ 40
MINI EXCAVATOR BUCKET 30"	\$ 5	\$ 14	\$ 27
MINI EXCAVATOR BUCKET 36" SMOOTH	\$ 8	\$ 17	\$ 27
MINI EXCAVATOR BUCKET 36"	\$ 8	\$ 17	\$ 33
MINI EXCAVATOR BUCKET 36" DITCHING	\$ 16	\$ 63	\$ 115
MINI EXCAVATOR POWERTILT ATTACHMENT	\$ 71	\$ 206	\$ 395
MINI EX BRUSH CUTTER/MOWER	\$ 118	\$ 598	\$ 1,197
MINI EXCAVATOR VIBRATORY PLATE	\$ 231	\$ 551	\$ 1,129
MINI EXCAVATOR 10000-14000#	\$ 399	\$ 1,138	\$ 2,613
MINI EXCAVATOR 10000-13999# REDUCED TAIL	\$ 483	\$ 1,406	\$ 3,074
MINI EXCAVATOR 15000-19999#	\$ 545	\$ 1,572	\$ 3,659

MINI EXCAVATOR 2000-2999#	\$ 251	\$ 731	\$ 1,773
MINI EXCAVATOR 3000-3999#	\$ 289	\$ 802	\$ 1,900
MINI EXCAVATOR BUCKET 12"	\$ 7	\$ 12	\$ 18
MINI EXCAVATOR BUCKET 18"	\$ 9	\$ 16	\$ 25
MINI EXCAVATOR BUCKET 24" SMOOTH	\$ 12	\$ 62	\$ 124
MINI EXCAVATOR BUCKET 24"	\$ 10	\$ 18	\$ 31
MINI EXCAVATOR BREAKER	\$ 233	\$ 604	\$ 1,481
MINI EXCAVATOR AUGER POWER UNIT	\$ 184	\$ 521	\$ 1,809
MINI EXCAVATOR 6000-6799#	\$ 305	\$ 840	\$ 2,002
MINI EXCAVATOR 6800-7399#	\$ 321	\$ 850	\$ 2,071
MINI EXCAVATOR 7400-9199#	\$ 353	\$ 943	\$ 2,193
MINI EXCAVATOR 9200-9999#	\$ 392	\$ 1,038	\$ 2,485
CPM 8 GENERAL PURPOSE SETUP	\$ 128	\$ 321	\$ 644
GENERATOR 2.0-2.4 KW	\$ 62	\$ 198	\$ 497
GENERATOR 2.5-2.9 KW	\$ 67	\$ 211	\$ 507
GENERATOR 3.0-3.4 KW	\$ 70	\$ 220	\$ 541
GENERATOR 3.5-3.9 KW	\$ 83	\$ 260	\$ 615
GENERATOR 4.0-4.4 KW	\$ 87	\$ 283	\$ 628
GENERATOR 5.0-5.4 KW	\$ 103	\$ 339	\$ 704
GENERATOR 5.5-5.9 KW	\$ 105	\$ 345	\$ 718
GENERATOR 6.0-6.4 KW	\$ 107	\$ 347	\$ 725
GENERATOR 6.5-6.9 KW	\$ 108	\$ 349	\$ 730
GENERATOR 7.0-7.4 KW	\$ 117	\$ 378	\$ 755
GENERATOR 9.6-9.9 KW	\$ 137	\$ 417	\$ 774
GENERATOR 10.0-11.9 KW	\$ 154	\$ 434	\$ 805
GENERATOR 12.0-14.9 KW	\$ 198	\$ 496	\$ 991
GENERATOR 15.0-17.9 KW	\$ 260	\$ 657	\$ 1,362
GENERATOR 15.0-17.9 KW TIER 4	\$ 300	\$ 798	\$ 1,610
GENERATOR 19-29 KVA	\$ 275	\$ 549	\$ 1,636
GENERATOR 19-29 KVA TIER 4	\$ 275	\$ 549	\$ 1,636
GENERATOR 19-29 KVA 600 VOLT	\$ 275	\$ 549	\$ 1,636
GENERATOR 30-39 KVA	\$ 308	\$ 829	\$ 1,929
GENERATOR 30-39 KVA TIER 4	\$ 308	\$ 829	\$ 1,929
GENERATOR 40-44 KVA	\$ 335	\$ 879	\$ 1,982
GENERATOR 40-44 KVA TIER 4	\$ 335	\$ 879	\$ 1,982
GENERATOR 45-49 KVA	\$ 372	\$ 742	\$ 2,220
GENERATOR 45-49 KVA TIER 4	\$ 372	\$ 742	\$ 2,220
GENERATOR 50-59 KVA	\$ 374	\$ 1,062	\$ 2,457
GENERATOR 50-59 KVA TIER 4	\$ 374	\$ 1,062	\$ 2,457
GENERATOR 50-59 KVA OFF SHORE	\$ 374	\$ 1,062	\$ 2,457
GENERATOR 70-84 KVA	\$ 418	\$ 1,152	\$ 2,658
GENERATOR 70-84 KVA TIER 4	\$ 418	\$ 1,152	\$ 2,658
GENERATOR 70-84 KVA OFF SHORE	\$ 418	\$ 1,152	\$ 2,658
GENERATOR 70-84 KVA 600 VOLT	\$ 418	\$ 1,152	\$ 2,658
GENERATOR 85-89 KVA	\$ 355	\$ 842	\$ 2,347
GENERATOR 90-99 KVA	\$ 355	\$ 842	\$ 2,347
GENERATOR 100-109 KVA	\$ 461	\$ 1,027	\$ 2,675
GENERATOR 100-109 KVA TIER 4	\$ 461	\$ 1,027	\$ 2,675
GENERATOR 110-124 KVA	\$ 467	\$ 935	\$ 2,804

GENERATOR 110-124 KVA TIER 4	\$ 467	\$ 935	\$ 2,804
GENERATOR 125-149 KVA	\$ 597	\$ 1,197	\$ 3,588
GENERATOR 125-149 KVA TIER 4	\$ 597	\$ 1,197	\$ 3,588
GENERATOR 125-149 KVA OFF SHORE	\$ 597	\$ 1,197	\$ 3,588
GENERATOR 125-149 KVA 600 VOLT	\$ 597	\$ 1,197	\$ 3,588
GENERATOR 150-179 KVA	\$ 720	\$ 1,438	\$ 4,314
GENERATOR 150-179 KVA TIER 4	\$ 720	\$ 1,438	\$ 4,314
GENERATOR 180-199 KVA	\$ 800	\$ 1,600	\$ 4,500
GENERATOR 180-199 KVA TIER 4	\$ 800	\$ 1,600	\$ 4,500
GENERATOR 180-199 KVA 600 VOLT	\$ 800	\$ 1,600	\$ 4,500
GENERATOR 200-219 KVA	\$ 751	\$ 1,757	\$ 4,508
GENERATOR 220-249 KVA	\$ 808	\$ 1,623	\$ 5,151
GENERATOR 220-249 KVA TIER 4	\$ 808	\$ 1,623	\$ 5,151
GENERATOR 220-249 KVA OFF SHORE	\$ 808	\$ 1,623	\$ 5,151
GENERATOR 250-299 KVA	\$ 1,092	\$ 2,185	\$ 6,543
GENERATOR 250-299 KVA 600 VOLT	\$ 1,092	\$ 2,185	\$ 6,543
GENERATOR 250-299 KVA TIER 4	\$ 1,092	\$ 2,185	\$ 6,543
GENERATOR 300-349 KVA	\$ 859	\$ 1,778	\$ 5,301
GENERATOR 300-349 KVA 600 VOLT	\$ 1,201	\$ 2,497	\$ 7,767
GENERATOR 300-349 KVA TIER 4	\$ 1,168	\$ 2,337	\$ 7,011
GENERATOR 350-399 KVA	\$ 896	\$ 1,965	\$ 5,837
GENERATOR 350-399 KVA 600 VOLT	\$ 1,543	\$ 3,022	\$ 9,404
GENERATOR 350-399 KVA OFF SHORE	\$ 1,011	\$ 4,042	\$ 16,168
GENERATOR 400-499 KVA	\$ 1,049	\$ 1,962	\$ 6,173
GENERATOR 400-499 KVA 600 VOLT	\$ 1,583	\$ 3,102	\$ 9,654
GENERATOR 400-499 KVA TIER 4	\$ 1,402	\$ 2,804	\$ 8,413
GENERATOR 500-599 KVA	\$ 1,303	\$ 3,073	\$ 7,482
GENERATOR 500-599 KVA 600 VOLT	\$ 1,414	\$ 3,510	\$ 9,916
GENERATOR 600-699 KVA	\$ 1,543	\$ 3,020	\$ 8,985
GENERATOR 600-699 KVA 600 VOLT	\$ 1,625	\$ 4,082	\$ 11,592
GENERATOR 600-699 KVA TIER 4	\$ 2,352	\$ 4,703	\$ 14,109
GENERATOR 600-699 KVA OFF SHORE	\$ 1,349	\$ 5,397	\$ 21,588
GENERATOR 800-999 KVA	\$ 2,213	\$ 3,939	\$ 11,557
GENERATOR 800-999 KVA 600 VOLT	\$ 2,900	\$ 6,224	\$ 17,636
GENERATOR 1000-1199 KVA	\$ 4,093	\$ 6,847	\$ 20,722
GENERATOR 1200-1399 KVA TIER 4	\$ 4,295	\$ 8,588	\$ 25,707
GENERATOR 1200-1399 KVA	\$ 3,071	\$ 6,141	\$ 18,423
GENERATOR 1200-1399 KVA 600 VOLT	\$ 3,035	\$ 6,745	\$ 18,530
GENERATOR 1400-1799 KVA TIER 4	\$ 4,783	\$ 9,565	\$ 28,261
GENERATOR 1800-1999 KVA	\$ 4,674	\$ 9,348	\$ 28,043
GENERATOR 2000-2199 KVA	\$ 5,842	\$ 11,685	\$ 35,054
GENERATOR 2200-2499 KVA	\$ 6,234	\$ 12,467	\$ 37,391
FUEL CELL, HYDROGEN 100KVA	\$ 1,630	\$ 3,261	\$ 9,783
LIGHT TOWER WITH 16-20KW GENERATOR	\$ 352	\$ 907	\$ 2,177
LIGHT TOWER VERTICAL MAST W/16-20KW GEN	\$ 246	\$ 814	\$ 2,439
SIGN VARIABLE LEGEND HI < 10SF	\$ 9	\$ 24	\$ 68
LIGHT TOWER,0-2KW LED VERT MAST EXTENDE	\$ 199	\$ 449	\$ 973
LIGHT TOWER,4-7KW VERT MAST EXTENDED	\$ 191	\$ 442	\$ 1,248
LIGHT TOWER,8-15KW	\$ 128	\$ 403	\$ 1,199

LIGHT TOWER,8-15KW VERT MAST	\$ 140	\$ 408	\$ 1,223
COMPRESSOR 175-195 CFM	\$ 130	\$ 327	\$ 783
COMPRESSOR 175-195 CFM TIER 4	\$ 225	\$ 570	\$ 1,022
COMPRESSOR 200-245 CFM DIESEL	\$ 177	\$ 450	\$ 1,095
COMPRESSOR 250-345 CFM	\$ 215	\$ 541	\$ 1,355
COMPRESSOR 350-450 CFM HIGH PRESSURE	\$ 305	\$ 780	\$ 1,871
COMPRESSOR 350-450 CFM 150 PSI T4	\$ 379	\$ 1,151	\$ 1,965
COMPRESSOR 350-395 CFM DIESEL	\$ 283	\$ 682	\$ 1,741
COMPRESSOR 400-445 CFM DIESEL	\$ 296	\$ 742	\$ 1,871
COMPRESSOR 350-450 CFM TIER 4 200 PSI	\$ 513	\$ 1,349	\$ 2,711
COMPRESSOR 750-795 CFM DIESEL	\$ 525	\$ 1,323	\$ 3,275
COMPRESSOR 750-795 CFM DIESEL TIER 4	\$ 620	\$ 1,588	\$ 3,929
COMPRESSOR 750-795 CFM HIGH PRESSURE	\$ 531	\$ 1,310	\$ 3,212
COMPRESSOR 750-795 CFM 150 PSI T4	\$ 589	\$ 1,597	\$ 4,176
COMPRESSOR 800-845 CFM DIESEL	\$ 556	\$ 1,386	\$ 3,463
COMPRESSOR 800-845 CFM DIESEL TIER 4	\$ 620	\$ 1,588	\$ 3,854
COMPRESSOR 850-1000 CFM 350 PSI	\$ 946	\$ 2,351	\$ 5,872
COMPRESSOR 850-1000 CFM 350 PSI TIER 4	\$ 1,167	\$ 2,903	\$ 7,600
COMPRESSOR 850-900 CFM GAS/DIESEL	\$ 627	\$ 1,567	\$ 3,918
COMPRESSOR 850-900 CFM GAS/DIESEL TIER 4	\$ 754	\$ 1,917	\$ 4,792
COMPRESSOR 1300-1500 CFM DIESEL TIER 4	\$ 864	\$ 2,216	\$ 5,526
COMPRESSOR 1300-1600 CFM OIL FREE W/COM	\$ 3,136	\$ 8,941	\$ 26,132
COMPRESSOR 1600-1800 CFM TIER 3	\$ 894	\$ 3,009	\$ 6,755
COMPRESSOR 1600-1800 CFM TIER 4	\$ 1,151	\$ 3,106	\$ 6,983
COMPRESSOR 1600-1800 CFM IQ	\$ 960	\$ 2,392	\$ 5,978
COMPRESSOR 1600-1800 CFM IQ TIER 4	\$ 1,145	\$ 3,275	\$ 8,273
DEMO HAMMER TILE STRIPPING CART	\$ 67	\$ 171	\$ 220
DEMO HAMMER 20-25# ELECTRIC	\$ 93	\$ 229	\$ 572
DEMO HAMMER 30-34# ELECTRIC	\$ 101	\$ 229	\$ 616
DEMO HAMMER 35-39# ELECTRIC	\$ 153	\$ 340	\$ 808
DEMO HAMMER 60# ELECTRIC	\$ 137	\$ 344	\$ 835
ROTARY HAMMER MEDIUM SDS ELECTRIC	\$ 36	\$ 111	\$ 312
ROTARY HAMMER LARGE SDS MAX ELECTRIC	\$ 100	\$ 250	\$ 622
ROTARY HAMMER ELECTRIC FOR LG SPLINE	\$ 109	\$ 270	\$ 640
ROTARY HAMMER XL SDS MAX ELECTRIC	\$ 120	\$ 288	\$ 692
BOOM 30-39' ARTICULATING IC 4WD	\$ 393	\$ 968	\$ 2,060
BOOM 30-33' ARTICULATING DC	\$ 345	\$ 847	\$ 1,902
BOOM 30-36' TOWABLE	\$ 357	\$ 899	\$ 1,937
BOOM 34-39' ARTICULATING DC	\$ 369	\$ 908	\$ 1,974
BOOM 35-42' GAS/AC ART NARROW CRAWLER	\$ 562	\$ 1,405	\$ 3,211
BOOM 40-50' ARTICULATING	\$ 374	\$ 992	\$ 2,190
BOOM 45-50' TELESCOPIC 4WD	\$ 374	\$ 992	\$ 2,190
BOOM 37-44' TELESCOPIC	\$ 357	\$ 919	\$ 2,122
BOOM 40-46' ARTICULATING ELEC NARROW	\$ 382	\$ 992	\$ 2,190
BOOM 43-46' ARTICULATING ELECTRIC	\$ 405	\$ 1,030	\$ 2,254
BOOM 42-44' LI/BAT/AC ART NARROW CRAWLER	\$ 660	\$ 1,957	\$ 4,328
BOOM 42-44' DSL/AC ART NARROW CR	\$ 765	\$ 1,630	\$ 3,441
BOOM 46-50' TOWABLE	\$ 395	\$ 1,060	\$ 2,316
BOOM 49-53' DSL/AC ART NARROW CR	\$ 1,101	\$ 2,376	\$ 5,658

BOOM 54-56' LI/BAT/AC ART NARROW	\$ 1,465	\$ 3,792	\$ 8,405
BOOM 54-56' DSL/AC ART NARROW CR	\$ 1,116	\$ 2,900	\$ 7,394
BOOM 60-64' ARTICULATING	\$ 506	\$ 1,273	\$ 3,051
BOOM 60-64' ARTICULATING ELEC/MULTI PWR	\$ 639	\$ 1,447	\$ 3,136
BOOM 60-64' TELESCOPIC ELECT/MULTI PWR	\$ 506	\$ 1,273	\$ 3,111
BOOM 60-64' TELESCOPIC	\$ 486	\$ 1,286	\$ 3,111
BOOM 60-64' TELESCOPIC TRACKS	\$ 644	\$ 1,610	\$ 3,948
BOOM 59-63' LI/BAT/AC ART NARROW	\$ 2,016	\$ 4,381	\$ 9,665
BOOM 65-70' TELESCOPIC	\$ 506	\$ 1,286	\$ 3,111
BOOM 65-70' TELESCOPIC TRACKS	\$ 778	\$ 1,888	\$ 4,135
BOOM 69-72' LI/BAT/AC ART NARROW CRAWLER	\$ 2,039	\$ 4,348	\$ 13,367
BOOM 69-72' DSL/AC ART NARROW CR	\$ 2,039	\$ 4,348	\$ 13,367
BOOM 75-85' TELESCOPIC COMPACT T	\$ 2,800	\$ 6,846	\$ 18,363
BOOM 75-85' LI/BAT/AC STR NARROW CRAWLER	\$ 2,800	\$ 6,846	\$ 18,363
BOOM 76-80' ARTICULATING	\$ 851	\$ 2,250	\$ 4,996
BOOM 76-80' TELESCOPIC	\$ 851	\$ 2,250	\$ 4,996
BOOM 84-86' TELESCOPIC 4WD	\$ 851	\$ 2,250	\$ 4,996
BOOM 96-105' TELESCOPIC 4WD	\$ 1,286	\$ 3,485	\$ 8,650
BOOM 125' TELESCOPIC WITH JIB 4WD	\$ 1,625	\$ 4,386	\$ 9,619
BOOM 125' ARTICULATING IC 4WD	\$ 1,625	\$ 4,386	\$ 9,619
BOOM 120' TELESCOPIC 4WD	\$ 1,501	\$ 4,188	\$ 9,079
BOOM 135' TELESCOPIC WITH JIB 4WD	\$ 1,874	\$ 5,111	\$ 10,624
BOOM 135' ARTICULATING IC 4WD	\$ 1,976	\$ 5,241	\$ 11,823
BOOM 150' ARTICULATING IC 4WD	\$ 4,261	\$ 9,974	\$ 23,750
BOOM 150' TELESCOPIC 4WD	\$ 3,713	\$ 9,058	\$ 20,746
BOOM 180-185' TELESCOPIC	\$ 5,673	\$ 13,329	\$ 29,753
BOOM 34-40' BUCKET VAN	\$ 485	\$ 1,341	\$ 4,308
SCISSOR LIFT 10-13' ELECTRIC	\$ 149	\$ 289	\$ 505
SCISSOR LIFT 14-18' ELECTRIC	\$ 157	\$ 315	\$ 476
SCISSOR LIFT 18-19' ELECTRIC 60" LENGTH	\$ 169	\$ 296	\$ 532
SCISSOR LIFT 19' ELECTRIC	\$ 175	\$ 320	\$ 564
SCISSOR LIFT 20-21' ELECTRIC	\$ 182	\$ 327	\$ 590
SCISSOR LIFT 20-21' ELECTRIC POWER DECK	\$ 182	\$ 327	\$ 590
SCISSOR LIFT 24-26' ELECTRIC 68" LENGTH	\$ 238	\$ 441	\$ 861
SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE	\$ 238	\$ 441	\$ 861
SCISSOR LIFT 24-26' ELECTRIC 46-68" WIDE	\$ 238	\$ 441	\$ 861
SCISSOR LIFT 25-27' ELECTRIC 4WD	\$ 261	\$ 560	\$ 1,191
SCISSOR LIFT 25-27' IC 4WD	\$ 283	\$ 679	\$ 1,396
SCISSOR LIFT 30-33' ELECTRIC 32" WIDE	\$ 283	\$ 674	\$ 1,266
SCISSOR LIFT 30-35' ELECTRIC 46-48" WIDE	\$ 251	\$ 585	\$ 1,078
SCISSOR LIFT 30-33' ELECTRIC 68" WIDE	\$ 292	\$ 679	\$ 1,265
SCISSOR LIFT 30-35' ELECTRIC 4WD	\$ 362	\$ 736	\$ 1,475
SCISSOR LIFT 30-35' IC 4WD	\$ 353	\$ 780	\$ 1,625
SCISSOR LIFT 30-35' IC 4WD SPEED LEVEL	\$ 382	\$ 853	\$ 1,848
SCISSOR LIFT 39-40' ELECTRIC	\$ 393	\$ 861	\$ 1,689
SCISSOR LIFT 39-40' ELECTRIC 45-48"WIDE	\$ 432	\$ 871	\$ 1,715
SCISSOR LIFT 36-49' IC 4WD	\$ 378	\$ 861	\$ 1,754
SCISSOR LIFT 45' ELECTRIC 55" WIDE	\$ 425	\$ 800	\$ 1,461
SCISSOR LIFT 50-59' IC 4WD	\$ 515	\$ 1,175	\$ 2,301

BUCKET TRUCK 2WD 34'-40' INSULATED	\$ 700	\$ 1,750	\$ 4,380
SAW CONCRETE 13HP	\$ 132	\$ 355	\$ 847
SAW CONCRETE 10-13HP SELF PROPELLED	\$ 97	\$ 284	\$ 780
SAW CONCRETE 20-29HP SELF PROPELLED	\$ 170	\$ 467	\$ 1,067
SAW CUT-OFF 14" GAS	\$ 103	\$ 260	\$ 640
PRESSURE WASHER 4000 PSI	\$ 146	\$ 445	\$ 924
PRESSURE WASHER HOT GAS	\$ 189	\$ 564	\$ 1,254
PRESSURE WASHER GAS 2500 PSI	\$ 122	\$ 293	\$ 740
PRESSURE WASHER GAS 2700 PSI	\$ 126	\$ 310	\$ 769
PRESSURE WASHER GAS 3000 PSI	\$ 133	\$ 363	\$ 906
PRESSURE WASHER 3000 PSI ON TRAILER	\$ 330	\$ 1,076	\$ 2,429
PRESSURE WASHER 3500 PSI ON TRAILER	\$ 356	\$ 1,167	\$ 2,733
PRESSURE WASHER GAS 3500 PSI	\$ 139	\$ 347	\$ 865
MESSAGE BOARD SOLAR MINI	\$ 302	\$ 602	\$ 2,037
MESSAGE BOARD SOLAR	\$ 332	\$ 783	\$ 1,399
SERVICE - PORTABLE RESTROOM / SINK (ADDIT	\$ 146	\$ 146	\$ 146
SERVICE - RESTROOM 2X WEEKLY	\$ 260	\$ 260	\$ 260
SERVICE - RESTROOM 3X WEEKLY	\$ 391	\$ 391	\$ 391
SERVICE - RESTROOM 4X WEEKLY	\$ 543	\$ 543	\$ 543
SERVICE - RESTROOM 5X WEEKLY	\$ 695	\$ 695	\$ 695
WASTE/WATER SERVICE - RESTROOM TRAILER	\$ 2,454	\$ 2,454	\$ 2,454
EVNT RESTROOM TRLR- 2 STATION	\$ 1,652	\$ 1,652	\$ 5,016
EVNT RESTROOM TRLR- 3 STATION	\$ 2,017	\$ 2,017	\$ 5,616
EVNT RESTROOM TRLR- 4 STATION	\$ 2,385	\$ 2,385	\$ 6,638
EVNT RESTROOM TRLR- 7 STATION	\$ 2,833	\$ 2,833	\$ 8,608
EVNT RESTROOM TRLR- 8 STATION	\$ 6,258	\$ 6,258	\$ 9,390
EVNT RESTROOM TRLR- 10 STATION	\$ 3,243	\$ 3,243	\$ 9,639
EVNT RESTROOM TRLR- 13 STATION	\$ 3,610	\$ 3,610	\$ 11,210
RESTROOM TRLR- 9 STATION	\$ 3,187	\$ 3,187	\$ 9,494
ADA RESTROOM TRLR - 2 STATION	\$ 3,432	\$ 3,432	\$ 7,438
ADA RESTROOM TRLR- 9 STATION	\$ 3,645	\$ 3,645	\$ 12,526
SHWR/RESTROOM COMBO TRLR-2 STATION	\$ 3,595	\$ 3,595	\$ 12,583
SHWR/RESTROOM COMBO TRLR-4 STATION	\$ 7,191	\$ 7,191	\$ 25,167
SHWR/RESTROOM COMBO TRLR-6 STATION	\$ 9,347	\$ 9,347	\$ 32,717
4 X 4 CONTAINMENT TRAY - RESTROOM	\$ 32	\$ 32	\$ 32
STANDARD PORTABLE RESTROOM	\$ 37	\$ 37	\$ 37
ENHANCED PORTABLE RESTROOM	\$ 119	\$ 119	\$ 119
DELUXE PORTABLE RESTROOM	\$ 146	\$ 146	\$ 146
HANDICAP PORTABLE RESTROOM	\$ 166	\$ 166	\$ 166
EVENT HANDICAP PORTABLE RESTROOM	\$ 234	\$ 234	\$ 234
HIGH RISE PORTABLE RESTROOM	\$ 92	\$ 92	\$ 92
MINI PORTABLE RESTROOM	\$ 92	\$ 92	\$ 92



Capabilities Statement

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Founded in 1997, United Rentals, Inc. is a publicly traded company (NYSE:URI) and is the largest equipment rental company in the world, with over 1,520 rental locations throughout 49 states in the US and 10 Provinces in Canada. Our diverse customer base includes construction and industrial companies, utilities, municipalities, and homeowners. United Rentals entered the equipment rental market in North America with a vision for redefining industry leadership. We achieved this stature through acquisitions, organic growth and a culture that embraces both discipline and innovation.

URI was the first national rental company to receive a GSA MAS contract (2005) and we were awarded the Center for Facilities Maintenance Outstanding Industry Partner Award by GSA in 2007. This is a testament to the hard work and dedication exhibited by our more than 18,900 employees in taking care of the rental equipment needs of the Federal, State and Local Governments. Our willingness to innovate has been the driving force behind numerous growth initiatives, including the pursuit of government, national, and industrial customers. In each case, the impetus was the needs of our customers and our own desire for growth.

The company's more than 25,000 employees serve over 1,000,000 rental customers in 2020; independent contractors, National Accounts, the U.S. Government, manufacturers, utility companies, municipalities and do-it-yourselfers, among others. Approximately 51% of our revenues came from commercial contractors and 45% from industrial customers and 4% from residential customers. Within our broad base we are adept at using our resources and footprint to unique advantage. We currently serve approximately 1,500 National Accounts, and an additional 200 Federal agencies through our Government Sales program. These customers value our company's ability to mobilize rentals quickly and on a large scale, often across thousands of miles.

In the event of a disaster, all United Rentals locations have 24/7 service available 7 days/week, 365 days/year. Each location is connected to our dedicated after hours call center, so you will always speak with a United Rentals employee in an after-hours event. In the event equipment or service is needed after hours, a call to the local facility or to 800-UR-RENTS will put you in touch with a company representative who can assist and facilitate any actions that need to be taken.

United Rentals disaster center operates inside a state-of-the-art Government Customer Care Center in Tampa, FL. This center is utilized by our Government customers, and offers customers the ability to make one call or one email to have equipment delivered to and picked up from a jobsite. They can locate the nearest branch that has the equipment you need, and reserve the item and set delivery times for the equipment to be dropped where it's needed. The Government Customer Care Center is open 24 hours a day / 365 days a year and can be reached by calling 1-877-URI-4-GOV toll free or by emailing to govrents@ur.com. The service center's bilingual staff coordinates the movement of rental equipment, contractor supplies and related information, for example, providing dispatch and contents tracking for everything in motion between the more than 1,520 United Rentals branches, contractor supplies warehouses, suppliers and customers via United Rentals' Intranet – making mass communication available in real time. In a major disaster, just the logistics of getting the right products to those with urgent needs is a major priority.

Thank you for your consideration and please contact me should you have any questions or need clarification on our capabilities.

Best Regards



Robert Caudle, **Director of Government Sales**
United Rentals
rcaudle@ur.com
404.406.9491

Mission & Values

OUR MISSION

Deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future.

OUR VALUES

Safety First - Always act and require that others act in a manner that puts the safety of our employees, customers and community first and foremost.

Passion For People

Build a diverse workplace that challenges our employees to grow professionally and embrace teamwork in everything they do.

Visible Leadership

To walk the walk; to lead by example and to do so with a sense of humility and responsibility.

Customer Driven

Enthusiastically support the best interests of our customers and develop better ways for them to get their job done.

Absolute Integrity

Always do the right thing and honor our commitments; ensure appropriate corporate governance.

Community Minded

Be an outstanding corporate citizen and neighbor at all times in all ways.

Continuous Innovation

To foster a culture that empowers employees to improve quality and efficiency.





**Values Driven
Culture.**

Company Highlights

Commitment to our employees, customers, and the environment.

The powerful partnership between our team, our customers and our communities makes our organization special. We choose to build a better future for all by looking out for one another while keeping safety and service a top priority. When we do that, we Work United. By doing so, we are better able to collaborate with suppliers to find the right solutions for our customers while leaving a positive impact on our environment and communities.

Corporate Responsibility Goals

- 35% reduction in our greenhouse gas emissions intensity across Scopes 1, 2 and third-party hauling within Scope 3 by 2030 against a 2018 baseline
- Divert 70% of our waste from landfills by 2025
- 95% of North American operations will have lighting retrofit completed by 2025
- Achieve 40% diverse representation in sales and management job groups by 2030
- On our journey to zero injuries, we aim to reduce our total recordable incident rate (TRIR) to 0.40 by 2030
- 25,000 Hours of Impact focused on making a positive impact in our locations and within our communities in celebration of our 25th anniversary as a company
- 100% of employees complete Code of Ethical Conduct training every other year and 100% of new hires complete the Code training within six months of hire date

TIME World's Best
Companies 2023

Accomplishments

16.8%

Reduction in GHG emissions, towards our goal of 35% by 2030

31%

Of rental fleet was electric or hybrid

\$1.1B+

Spent with diverse suppliers

33.5%

Of our sales and management roles held by diverse employees

3.8%

Reduction in our already low OSHA recordable incident rate

65,000

Hours of Impact volunteered by team members

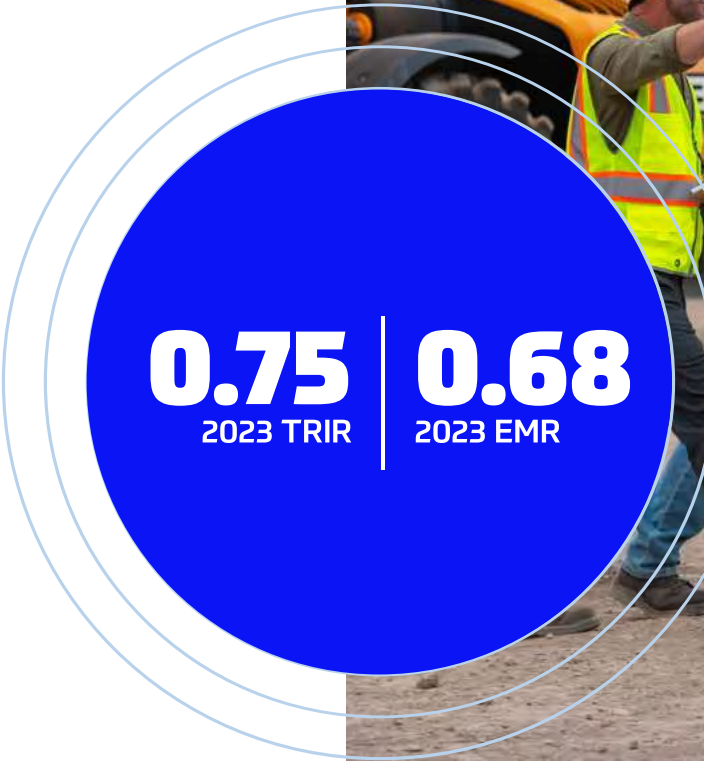
Safety Culture

Industry leading safety records and standards.

You need suppliers that you can trust to perform safely on your jobsites. United Rentals has consistently achieved strong, industry-leading safety results in our pursuit of zero injuries. We have a “safety first and always” culture; it’s among our most significant differentiators. We have implemented a safety program that looks at every part of our organization – at every location and every worksite – to ensure that workers are trained properly, and that injuries and accidents are prevented. This allows Teck Resources to have the confidence that our employees on your site will be focused on safety.

EMPOWERING EMPLOYEES TO ACT SAFELY

- We launched a safety scorecard to create consistency across the OHS program and uniformity on how safety plays a part in trainings, awareness, awards and wellness activities
- Hazard 360° Awareness risk-assessment program
- All employees have stop work authority to stop a job if they observe safety risks, or if there is a lack of clear and established work procedures
- Daily branch safety huddles focused on a select safety topic
- Safety Champion program - promote safe practices, lead team safety huddles and participate in their branch safety committee
- Safety was added to our peer recognition program of 1UR Coins
- Safety awards are given to the top branch, district and region for low OSHA recordable rates, preventable motor vehicle incident rates and robust near-miss incident recording



0.75 | **0.68**
2023 TRIR | 2023 EMR

Offering Overview

Single source provider with robust resources.

It takes time and people to coordinate with multiple vendors. Let United Rentals simplify that process for your teams with our versatility of specialty equipment nationwide. From engineering pump solutions to keeping your crews safe with trench shoring, providing short-term power or ensuring that your crew is properly trained, we have the experts and resources that you need to get the job done – safely, on time, and on budget.

Each branch is in a District and each District is in a Region. Equipment is shared in each District, Region and within the company. With our state of the art Information Technology all of United Rentals equipment is available to all branches. URI has over 500,000 items with 600 types of equipment.

CORE EQUIPMENT



Aerial



Earthmoving



Excavation



Light Towers

SPECIALTY



Power & HVAC



Fluid Solutions



Trench Safety & Shoring



Industrial Tools

Portable Sanitation
Services

Storage Solutions

WORKFORCE



United Academy



Radio Communications



Total Control®

Customer Equipment
Solutions

Truck Rentals

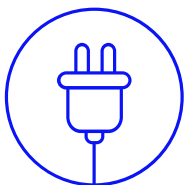


Environmental Stewardship

Commitment to minimizing our environmental footprint.

We understand that our customers are increasingly looking for ways to reduce GHG emissions when using our equipment. Where possible, we offer equipment classes that have different fuel types, such as aerial lifts that have electric, diesel, gasoline, and propane options. Further, electric powered and solar powered equipment are becoming available for certain equipment classes. United Rentals has also recently made a major investment into portable power banks that will keep generator run times to a minimum while still providing the power needed onsite. Customer also has the ability to report GHG and source pollutant emissions through our fleet management system, Total Control.

United Rentals is also committed to minimizing our own environmental footprint as we grow, and leveraging our influence to help drive improvements across our value chain. Please see our [Corporate Responsibility Report](#) for more information.



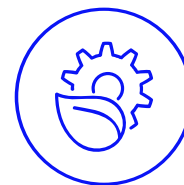
Customers can reduce their footprint with rental equipment

- We are diversifying our rental fleet to provide more electric, alternative fueled and low-emissions equipment
 - 27% of our rental fleet was electric or hybrid in 2021
- Fluid Solutions offers products that remove contaminants from air and water, and to store and treat wastewater on site
- Partnered with supplier, Takeuchi, to procure TB20e electric compact excavator
 - Zero exhaust emissions and reduced noise and vibration
- Purchased Ford F-150 Lightning electric pickup trucks and E-Transit vans



Technology and tools for customers to reduce their impact

- Monitor and manage your environmental impact through Total Control Emissions Tracking
 - Estimate GHG and source pollutants
 - Track engine hours and utilization to right size fleet and emissions
- Our telematics tools track and efficiently deploy equipment and technicians, reducing fuel used
- POWR2 Energy Solutions' new POWRBANK zero-emission battery system, to supplement diesel generators



2021 United Rentals sustainability accomplishments

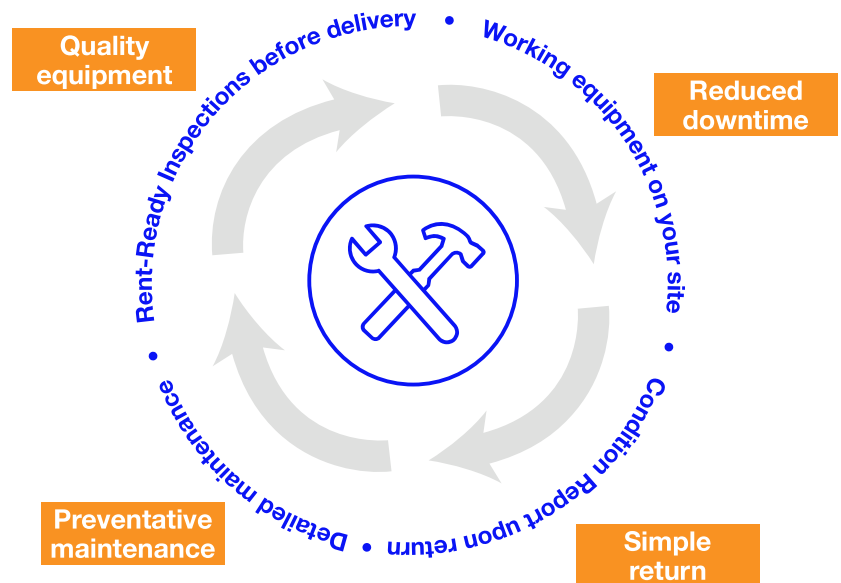
- 43% of our waste was diverted from landfills
- 9% reduction in GHG emissions
- 25,000MWh of renewable energy credits purchased
- Created a Sustainability Steering Committee to drive progress toward our environmental goals
- Established a new employee resource group, Planet United, to foster environmental awareness

Quality & Preventative Maintenance

Detailed maintenance because there's no time for down time.

United Rentals defines quality as our Preventative Maintenance Program. We track the quality of our performance throughout the rental cycle using digital scorecards. Our operations are scored on key customer service touchpoints, such as on-time delivery and service response time. We measure these metrics at the branch, district, region and company levels to ensure buy-in throughout the organization.

Equipment reliability cannot be left to chance. Our team of mechanics perform a detailed maintenance inspection on every piece of equipment that comes into our yard before it can be rented. Additionally, preventative maintenance steps and safety bulletins for each category and class of equipment are tracked within our system based on hours, miles and days. Reporting is generated daily for inspection and scheduling purposes. While the equipment is on rent, our system estimates use in addition to physical checks and inquiries for hour meter updates. When needed, we will schedule with Customer to do maintenance during a down time when equipment is on-rent.



United Rentals defines quality as our **Preventative Maintenance** Program.

Diversity & Inclusion

Diversity within our culture and in our partners.

United Rentals believes in building a team that reflects and understands the diverse customers and communities we serve. Diversity provides valuable perspectives and experiences, strengthening us as a company and helping create sustainable advantages. United Rentals actively seeks to work with diverse suppliers, including small businesses and those owned by individuals from historically disadvantaged groups. Our Supplier Diversity program connects us with the broadest possible range of people, ideas, products and services, ensuring equal opportunity to participate in our procurement processes. We are proud that our supplier diversity efforts have received external recognition from multiple organizations over the years, and we continue to work to strengthen the program and its positive economic impacts.

We strive to build a better United Rentals that is inclusive, empowered and safe – where members of our United Family go home each day even better than they arrived. It is our responsibility to take care of, support, and encourage one another in all that we do. We all play an important and active role in fostering a culture of integrity, trust, and understanding, and we are committed to continuous growth that can only broaden our perspectives by listening, learning and encouraging others to do the same. **Together, we build an even better future.**

– Matt Flannery, President & CEO

Inclusion and Diversity Awards

- 2021 HireVets Medallion Award Program Gold Award, Large Employer | HireVets.gov
- 2021 Military Friendly Company & Top 10 Employer (Rank: 6) | G.I. Jobs
- 2021 Military Friendly Spouse Employer | G.I. Jobs
- 2021 VETS Indexes 5 Star Employer
- 2021 Military Friendly Supplier Diversity Program | G.I. Jobs
- 2021 Best of Best - Top Veteran Friendly Companies List | U.S. Veterans Magazine
- 2021 Military Times Best for Vets | Military Times
- 2021 Military Friendly Company and Top 10 Employer Gold Award | G.I. Jobs
- 2021 Military Friendly Supplier Diversity Program | G.I. Jobs
- 2021 Military Friendly Spouse Employer | G.I. Jobs
- HIRE Vets Medallion Award Program Gold Award, Large Employer | U.S. Department of Labor
- Diversity & Inclusion Excellence Award | General Contractors of America
- Award of Excellence – Innovations in Diversity & Inclusion Awards 2020 | Profiles in Diversity Journal
- 2020 National Diversity Excellence Award | Association of Builders and Contractors (ABC)
- 2020 Best of Best – Top Veteran Friendly Companies List | U.S. Veterans Magazine

\$1.0B

2021 Spend with diverse suppliers

10.3%

Of our workforce is made up of veterans



Indigenous Engagement Plan

Community relationships built on trust.

United Rentals recognizes that having a diverse and inclusive workforce enhances our organizational strengths and reflects our stakeholders. We proactively engage with diverse employees, suppliers, and communities to ensure that we are supporting the local areas in which we operate. We have developed a Socio Economic Indigenous Engagement Plan that consists of 5 strategic imperatives that focuses on building mutually beneficial relationships with Indigenous communities based on trust, cultural awareness, and collaborative partnerships. United Rentals has had success and continues to support local Indigenous people, businesses and communities in these five key areas.

Click on each key development area below to learn more.

Recruit within communities

1 Attract Indigenous talent through the development of recruitment, engagement, & retention plans that support business growth to align with our communities.

Development & Training Opportunities

2 Develop training programs to support Indigenous career development and employee development on Indigenous uniqueness, diversity, and traditions.

Community Development Programs

3 To support local Indigenous business and community development programs.

Beneficial Vendor Partnerships

4 To identify and establish vendor partnerships and investments to benefit local and Indigenous companies.

Business Sponsorships & Advocacy

5 To advocate and sponsor local community **Business Sponsorships & Advocacy** donations support.



National Indigenous Policy and a local plan in place to support the communities in which we **live and serve**.

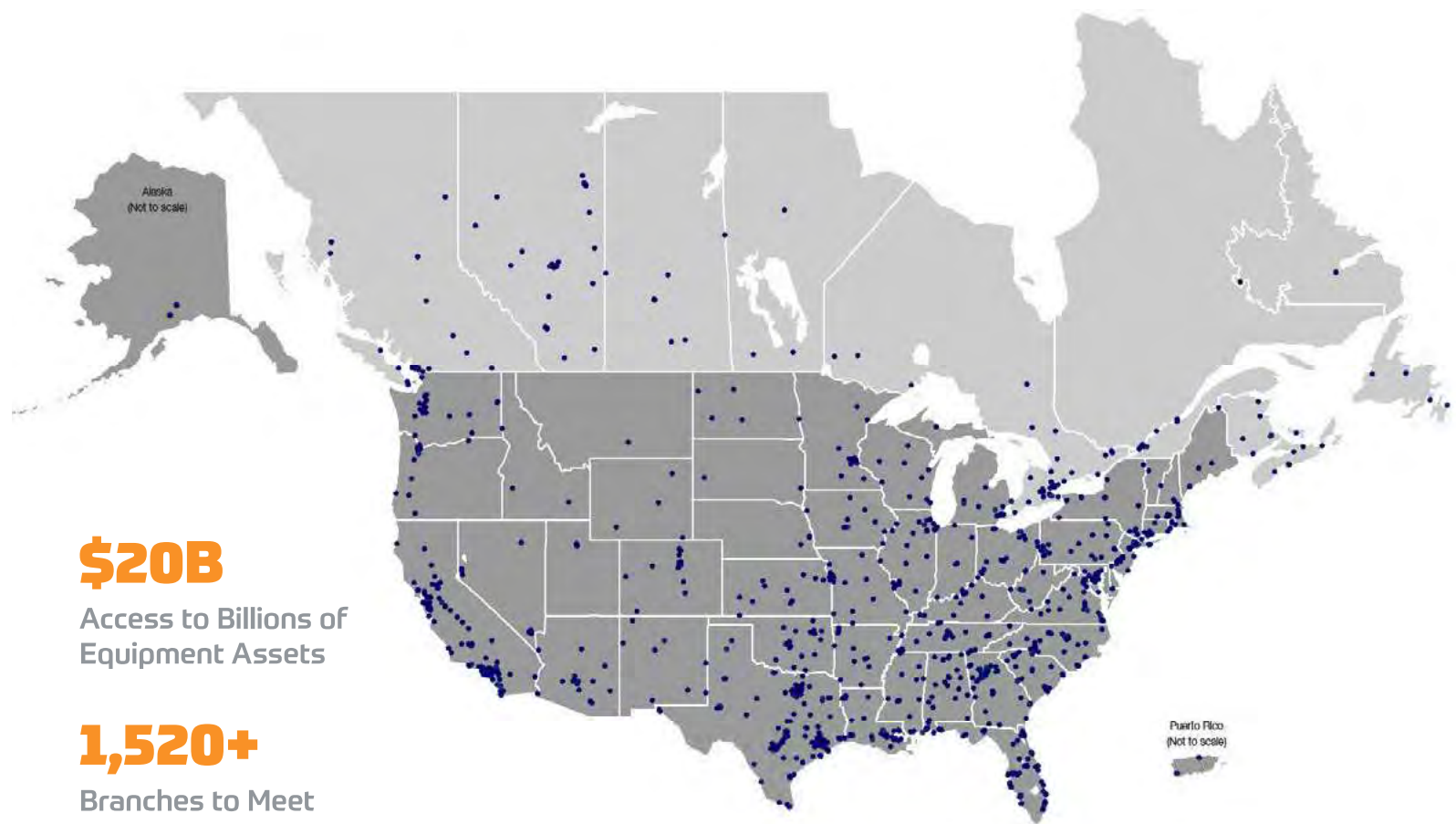


**Single Source
Offering.**

Extensive Branch Network

We're where you need us - when you need us.

When you need equipment, you need it nearby and quickly. United Rentals can give you that confidence when placing your order with over 1,520 branch locations. With approximately 4,300 classes of equipment for rent with a total original cost of \$20 billion, we can support your jobsite needs. We provide Customer with a team of approximately 24,600 employees from sales to mechanics and drivers to credit specialists to support your equipment rental program from start to finish.



General Rental Equipment

Rental equipment to meet all of your requirements.

From earth moving to lifts to light towers, we have the equipment you need to keep your worksites moving. As your trusted equipment rental partner, we will help Customer face any equipment challenge, together. Our inventory of small and large equipment rentals includes solutions for difficult climates, visibility blockers, tough terrain, high spaces and unique situations.



Aerial

- Pusharound Lifts
- Scissor Lifts
- Vertical Lifts
- Boom Lifts
- Specialty Aerial Lifts
- Scaffolding

Compaction

- Rollers
- Compactors
- Rammers

Concrete & Masonry

- Concrete Vibrators
- Mixers
- Concrete Buggies
- Ride-On Power Trowels
- Walk-Behind Power Trowels

Earthmoving

- Skid-Steers & attachments
- Truck Loaders
- Trenchers
- Mini-Excavators
- Backhoes & attachments
- Excavators
- Dozers
- Loaders & Tractors
- Graders & Scrapers

Forklifts & Material

- Reach Forklifts
- Telescopic Material Handlers
- Rough Terrain Forklifts
- Forklifts
- Cranes

Landscaping

- Chippers, Grinders & Splitters
- Chain Saws & Blowers
- Tillers & Mulchers
- Augers

Light Towers & Generators

- Towable Light Towers
- Portable Work Lights
- Portable Diesel Generators

Supplies

- Diamond Blades
- Abrasives, Cutting & Coring
- Grinding Wheels
- Floor Sanding
- Towing & Cargo Control
- Material Handling
- Lasers, Marking & Measuring

Surface Preparation

- Grinder, Plugs & Dust Shrouds
- Scarifiers & Dust Collectors
- Sweepers
- Strippers & Blasters
- Floor Equipment
- Power Scrubbers
- Floor Scrapers & Shot Blasters
- Power Scrubbers
- Pressure Washers

Vehicles & Trailers

- Dump Trucks & Water Trucks
- Trailers & Pick-Up Trucks
- Utility Vehicles

Fluid Solutions | Overview

Pumps, tanks, and filtration equipment, a single source for your fluid needs.



Tanks & Boxes

A broad range of liquid and solids containment equipment including frac tanks, mix tanks, poly tanks, roll-off boxes, and specialty containment options.

Pumps

From single pump rentals to custom engineered high flow rate fluid transfer systems, our pump experts will put the right solution on your jobsite for your project needs.

Filtration

Whether sand, bag, specialty media or more complex filtration technologies, United Rentals has the equipment and expertise necessary for your fluid filtration needs.

Ancillaries

HDPE, layflat, steel, aluminum, camlock, Victaulic, Baur, and more, the right interconnects to optimize your fluid transfer systems.

From dewatering at excavation to conducting the last flush of piping, United Rentals' Fluid Solutions team and North America's largest fluid management fleet play a strong role throughout the project. Safely pumping, storing, and filtering fluid streams during a project is often critical to uptime and avoiding costly delays.

Fluid Solutions | Product Offering

Solutions engineered to keep your project flowing.



Containment

- Frac tanks
- Mix tanks
- Poly tanks
- Roll-off boxes
- Vacuum boxes
- Fuel tanks
- Specialty containment
- Tank accessories
- Gauges & Alarms
- Remote monitoring

Filtration

- Sand Filters
- Clarifiers
- Bag and Cartridge Filters
- Chemical Scrubbers
- Carbon Media Filters
- Bulk Specialty Media
- Specialty Filters

Pumps

- Large Centrifugal Pumps
- Wellpoint Pumps
- High Volume-Pumps
- Submersible Pumps
- Sound-Attenuated Pumps
- Double-Diaphragm Pumps
- Pump accessories
- Custom-Fabricated Pumps

Ancillaries

- Pipes
- Hoses
- Fittings
- Berms
- Telematics
- Gauges & Alarms

We specialize in providing standard and custom rentals for any type of fluids application. United Rentals is North America's largest pump, tank, and filtration equipment rental supplier, with experts to help with complete fluid transfer, treatment, and containment solutions.

Power & HVAC | Overview

Find the right solutions for power and climate control systems.



Climate Solutions

Our experts resolve outages quickly with portable heaters, temporary A/C, chillers and more. Keep your air dry & clean with United Rentals' extensive line of dehumidifiers & air filtration equipment.

Temporary Power

From scheduled shutdowns to system failures, United Rentals offers you unmatched solutions and reliable performance. With over 1,500 MW of power in North America and 24/7 response, you're covered.

Electrical Solutions

When it comes to electrical testing and commissioning projects, smart planning is crucial. From equipment selection to cable lengths to logistics, you can be sure our engineered solutions account for every concern.

Extended Power Loss

Our experts can prepare customized power and HVAC solutions, no matter the size of your project or facility, and whether the need is planned or unplanned.

Whether you're in the middle of an emergency or need help preparing for a project, our dedicated solutions team is available 24/7. They can provide support for project planning, equipment decisions, delivery, installation, on-site monitoring, removal and more.

Power & HVAC | Product Offering

Power and climate control anywhere, at any time.



Temporary Power

- Mobile Industrial Generators
- Diesel Generators
- Towable Generators
- Containerized Industrial Power Modules
- Distribution Panels
- 3 Phase Step-down Transformers
- Resistive-reactive Load Banks

Temperature Control

- Mobile Chillers
- Air Handlers
- Dehumidifiers
- Colling Towers
- Industrial Air Conditioners
- Spot Cooling
- Cooling Fans
- Heaters
- Portable Air Conditioners
- Desiccant Dehumidifiers
- Remediation Equipment
- Industrial Dehumidification

Be prepared for everything — even the unplanned — with United Rentals' comprehensive fleet of power supply and climate control solutions. Find the right industrial generators, power distribution panels and portable heaters and air conditioners to meet your needs.

Tool Solutions | Overview

The right tools at the right time - right now.



Mobile Tool Room

Custom stocked and include United Rentals' tracking and management software. Tools are checked out to authorized users, inspected upon return, & serviced. Tool rooms are manned or unmanned.

Tool Pallets

Pallets of tools can be customized to meet your project needs. This option works well for smaller scale projects or scenarios where you need to supplement your current tool process to complete a project.

ProBoxes

A custom-stocked gang box that is delivered to your site. Stocked with tools and supplies specifically for your project or workers' trade, this convenient tool solution is perfect for projects that require a limited range of tools & supplies.

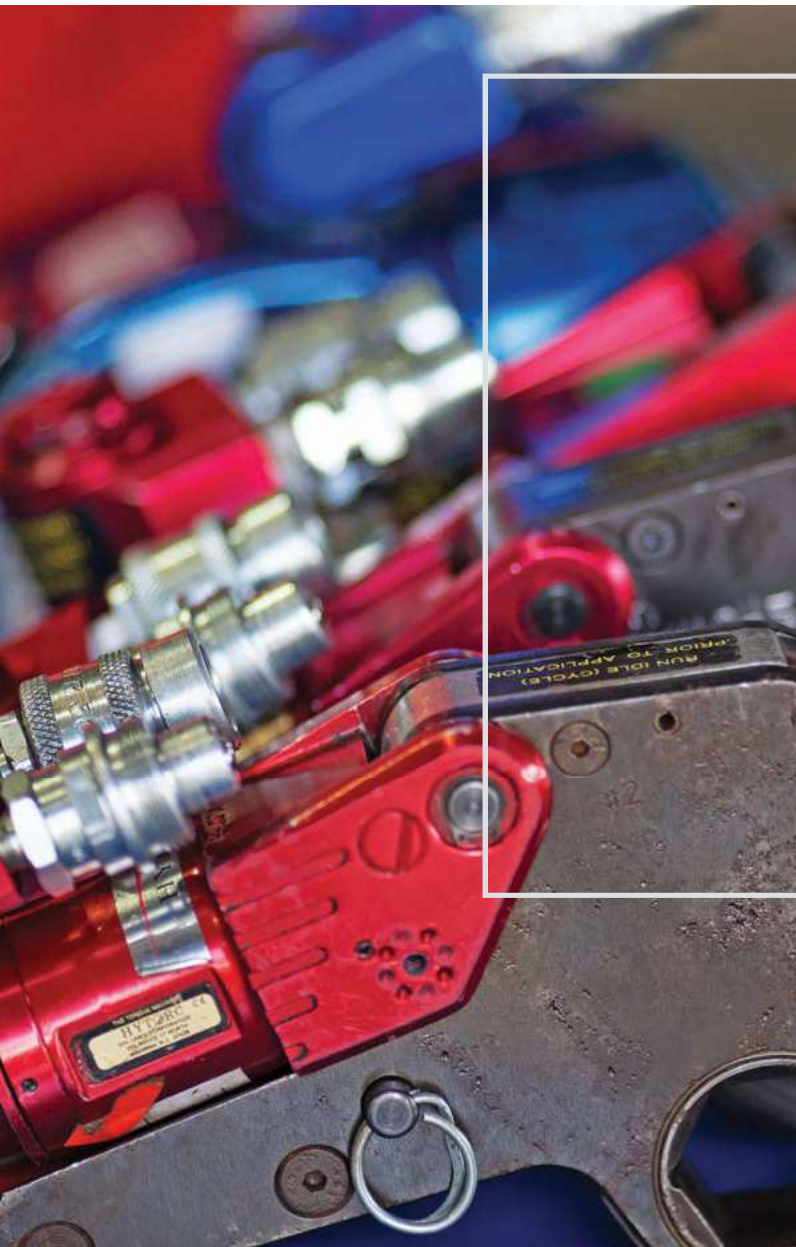
Hoisting & Rigging

From manual, electric and air hoists, to winches and rigging hardware, United Rentals can provide a hoisting solution that fits virtually any need.

At United Rentals, we partner with customers to establish what we call TPPs — Tooling Policies and Procedures. The TPPs aim to improve jobsite productivity while helping companies preserve capital and minimize loss and overconsumption.

Tool Solutions | Product Offering

Comprehensive tool solutions to find what you need.



Tools

- Manual, electric, and air hoists
- Winches & rigging hardware
- Hand and Power Tools
 - Threading Tools
 - Conduit Benders
 - Cordless Tools
 - Sanders and Grinders
 - Saws
 - Hydraulic Rams
 - Hydraulic Flange
 - Spreaders
- Welding
 - Stick Welding (SMAW)
 - MIG Welding (GMAW)
 - TIG Welding (GTAW)
 - Flux Core
 - Welding (FCAW)
 - Arc Gouging (CAG-A)

ProBoxes

- Industrial
 - Hoisting
 - Power tools
 - Pneumatic tools
- Construction
 - Hydraulic tools
 - Sockets
 - Wrenches
- Hydraulic Torquing
 - Hydraulic torque wrenches

Mobile Tool Rooms

- Custom stocked
- Delivered to your site
- Manned or unmanned
- Tracking software
- Scanning system
- Maintenance Services
- Safety oversight

With an industry-leading team strategically located across North America, we offer comprehensive tool solutions that are crucial to safely achieving your project goals and attaining your profitability margins across a wide range of industries and disciplines.

Trench Safety | Overview

Customized solutions for all your below grade safety needs.

**Trench Products**

With our advanced, cost-effective trench products for rent, you can select the most secure excavation method for your project and provide superior protection for your crew.

In-House Engineering

Each member of the Trench Safety Engineering Team is responsible for developing, designing and implementing site-specific shoring, shielding and other structural support systems for heavy construction trench and excavation projects.

Training / Safety

Our certified trainers have real trench experience and know the local, state, provincial and federal regulatory issues that affect your job site. You can choose from professional training courses - offered online, on-site, or at one of our local store locations - including excavation for competent person instruction, confined space entry training, safety and fall protection, site-specific regulatory compliance, and operator certifications for equipment.

Our comprehensive support program is here to guide you from start to finish. From experienced in-house Registered Professional Engineers (RPEs) who help design your plan, to your own dedicated account manager, we partner with you every step of the way to ensure your operations run smoothly and safely.

Trench Safety | Product Offering

Customized solutions to excavate and shore your projects safely.



Trench Shoring

- Aluminum Hydraulic Shores
- Aluminum Hydraulic Boxes
- End Shores
- Manhole Bracing
- Waler Systems

Trench Shielding

- Aluminum Trench Shields
- Aluminum Build-a-Box / Modular Aluminum Panel Shields (MAPS)
- Manhole Shields
- Steel Trench Shields
- Arch Spreaders
- Round Manguards
- Guard Rail
- Trench Ladders

Engineered Systems

- Beam & Plate Shoring
- Steel Sheeting & Bracing
- Mega Brace
- Guard Rail
- Trench Ladders

Additional Items

- Training and Certifications
- In-House Engineering
- Lasers and Optical Instruments
- Confined Space Entry Equipment
- Bedding Boxes
- Road Plates
- Traffic Safety
- Manhole and Pipe Testing Equipment

The safety of your underground crews is of paramount importance. Our dedicated engineering department creates custom underground solutions that fit your project and budget. Our innovative, efficient solutions will help you save time and money over traditional shoring techniques.

Reliable Onsite Services | Overview

Portable restroom, shower and sanitary rental solutions.



Portable Restrooms

United Rentals Reliable Onsite Services provides complete portable toilet rental solutions for temporary, long-term and seasonal requests. From event grade, to construction grade, find the right solution.

Additional Products

We offer additional trailer options such as shower trailers, laundry trailers, combo trailers, and ADA Accessible trailers. From hand hygiene stations to holding tanks and fresh water systems, count on us.

Restroom Trailers

We offer various sizes and configurations available to accommodate any needs, from 2 to 13 stations. With features like mirrors, lighting, HVAC, surround sound, luxury or construction, get the right trailer for your project or event.

Service

Count on the leading portable restroom provider to keep your projects running and events a success. Whether it's scheduled or emergency service, we keep every unit clean, fresh and fully stocked.

Trust us to help you determine how many — and which types of — portable sanitation units you'll need to make your project or event a success. We'll deliver, set up, and service the units, so each portable bathroom or shower remains clean, fresh and fully stocked.

Reliable Onsite Services | Product Offering

Clean and reliable onsite solutions for your projects or events.



Restroom Trailers

- Various sizes and configurations available to accommodate any needs (from 2 to 13 stations)
- Running water, flushing toilets, mirrors, lighting, HVAC
- Designated Men's & Women's
- Illuminated entry/exit
- Surround sound (AM/FM, USB, CD, Aux)
- Luxurious, upscale interior available, or commercial/industrial grade available
- Winterization packages
- Standard 110V requirements on dedicated lines

Portable Restrooms

- Event grade or Standard construction grade
- Enhanced (hand wash station inside)
- Deluxe (flushing and hand wash station inside)
- ADA Accessible
- Hoistable/Rooftop

Additional Trailers

- Shower Trailers
- Laundry Trailers
- ADA Accessible Trailers

Additional Products

- Hand Washing Stations
- Holding Tanks (225-gallon capacity)
- Fresh Water System (internal 165 gal / external 300 gal)

Portable sanitation rental solutions for temporary, long-term, and seasonal requests. Keep your guests or crew clean and comfortable with superior selection and uncompromising quality from the leader in portable restrooms, porta potties, and restroom/shower trailers for rent.

Storage Containers & Mobile Offices | Overview

Solutions for your site storage and office needs.

**Storage Containers & Vans**

14-Gauge steel storage containers equipped with cam rods and wood floors offer extra storage space. Also known as conex boxes, shipping containers, sea containers, and cargo containers.

Modular Buildings

Durable and attractive modular container buildings that can be built and opened in half the time of traditional construction. We have a number of standard modular office building floor plans to choose from or create one 100% from scratch.

Office Trailers

Mobile office trailers and ground level office containers perfect for portable job site offices, security booths, temporary buildings, parking kiosks, first aid trailers, crew quarters, and more.

Ground Level Offices

Customizable office space, built with the modifications you need. These converted shipping containers can be transported by forklift, and they sit level on the ground for increased stability.

Whether you need temporary storage for overstock and equipment, or you need to stand up temporary offices at a new construction site, Storage Containers & Mobile Offices specialists are here for you.

Storage Containers & Mobile Offices | Product Offering

Answers to your office or storage functionality needs.



Storage Containers

- High Cube Storage Containers (various sizes)
- Refrigerated Shipping Containers (various sizes)
- PV3 Safety Containers (with or without solar lights)

Modular Buildings

- Building with 3+ units
- Building with multiple restrooms
- Temporary Classrooms
- Temporary Office Space
- Temporary Housing
- Constructed off-site and set up on a foundation of your choice

Ground Level Offices

- Ground-Level Office Containers (single and double)
- Can be transported by forklift
- Customizations: adding roll-up doors, a turbine, or power vent, or installing overhead lighting, electrical outlets, or a finished restroom

Office Trailers

- Mobile office trailers (with or without restrooms)
- 24x8 feet to 70x14 feet
- From one to ten person
- OSHA-compliant steps or ramps, railings, and skirting

United Rentals is focused on creating the storage or office space that you need. We will configure exactly to your specifications, deliver and set up at your site and have your space work-ready from day one.

Truck Rental Solutions | Overview

Trucks for all of your worksite needs.



Telematics Enabled

With Total Control you can track your entire fleet of equipment – from its exact location to its utilization. View last reported location, set geofences, and get preventative maintenance Alerts.

Service and Safety

United Rentals is dedicated to our customers and together we are united in safety. Our late model commercial trucks are equipped with modern safety technology.

Expertly Maintained

World class trucks, sourced from top-tier manufacturers and maintained by our expertly-trained technicians – PMs and regular maintenance are included as part of your rental.

Our technicians perform multi-point checks before every rental to ensure all systems are fully functional.

All light trucks are cleaned, inspected and sanitized both before, and after, every rental.

United Rentals has a wide range of light and medium-duty vehicles, expertly-maintained and ready to work. From light trucks to passenger vans and stake beds to dump trucks, we have the fleet to meet your seasonal, peak and project-based demands.

Truck Rental Solutions | Product Offering

Build or reduce fleet as your project demands.



1/2 Ton Pickup Trucks

- 4x4 Crew Cab
- 8,200 lb Towing Capacity
- 1765 payload capacity
- 6,470 - 6,600 GVWR
- 5.5' Bed Length
- 290 - 325 Horsepower
- 265 - 400 lbs. ft. Torque

3/4 Ton Pickup Trucks

- 4x4 Crew Cab
- 12,500 lb Towing Capacity
- 3470 payload capacity
- 9,900 GVWR
- 6.75' Bed Length
- 385 Horsepower
- 430 lbs. ft. Torque

Electric Vehicles

- Ford F-150 Lightning Pro – Standard Range
- Ford F-150 Lightning Lariat
- Ford F-150 Lightning Pro – Extended Range
- E-Transit 350 Cargo
- Ford F-150 Lightning XLT

Other Vehicles

- Passenger Vans
- Dump Trucks
- Stake Bed
- Electric / Hybrid
- Bucket Trucks
- Water Trucks
- Heavy Duty Trucks

Whether you are hauling scaffolding, towing across a jobsite or just driving to work, United Rentals has you covered.

Customer Equipment Solutions

Your equipment, treated like your own.

The owned equipment on your worksite should be in top operating condition. Our Customer Equipment Solutions team specializes in equipment repair and service in the field and onsite, so you can protect your investment; safeguard your employees; and meet ANSI, OSHA, and CSA requirements.

We offer tiered plans for equipment solutions. From on-demand service for unexpected repairs to a turnkey fleet management solution, United Rentals' Customer Equipment Solutions team has an option that can be catered to your unique needs.



TIER 1

On-Demand Services

Our 5,500+ dedicated service personnel are factory-trained, certified and equipped to handle complex repairs. Standard service features include:

- Prompt written estimates
- Onsite or in-shop repairs
- Field service — hand-held technology
- Pickup and delivery service available
- 24/7 Emergency service
- Service record retention for a minimum of three years
- Replacement rental equipment



TIER 2

Managed Maintenance

we schedule proactive, automated preventive maintenance and inspections for your owned equipment. These are tracked at predetermined intervals, using the same proprietary operating systems we use on our own fleet. Services include:

- Comprehensive inspection services
- Preventative maintenance
- Minor/major repairs on site or in our shops

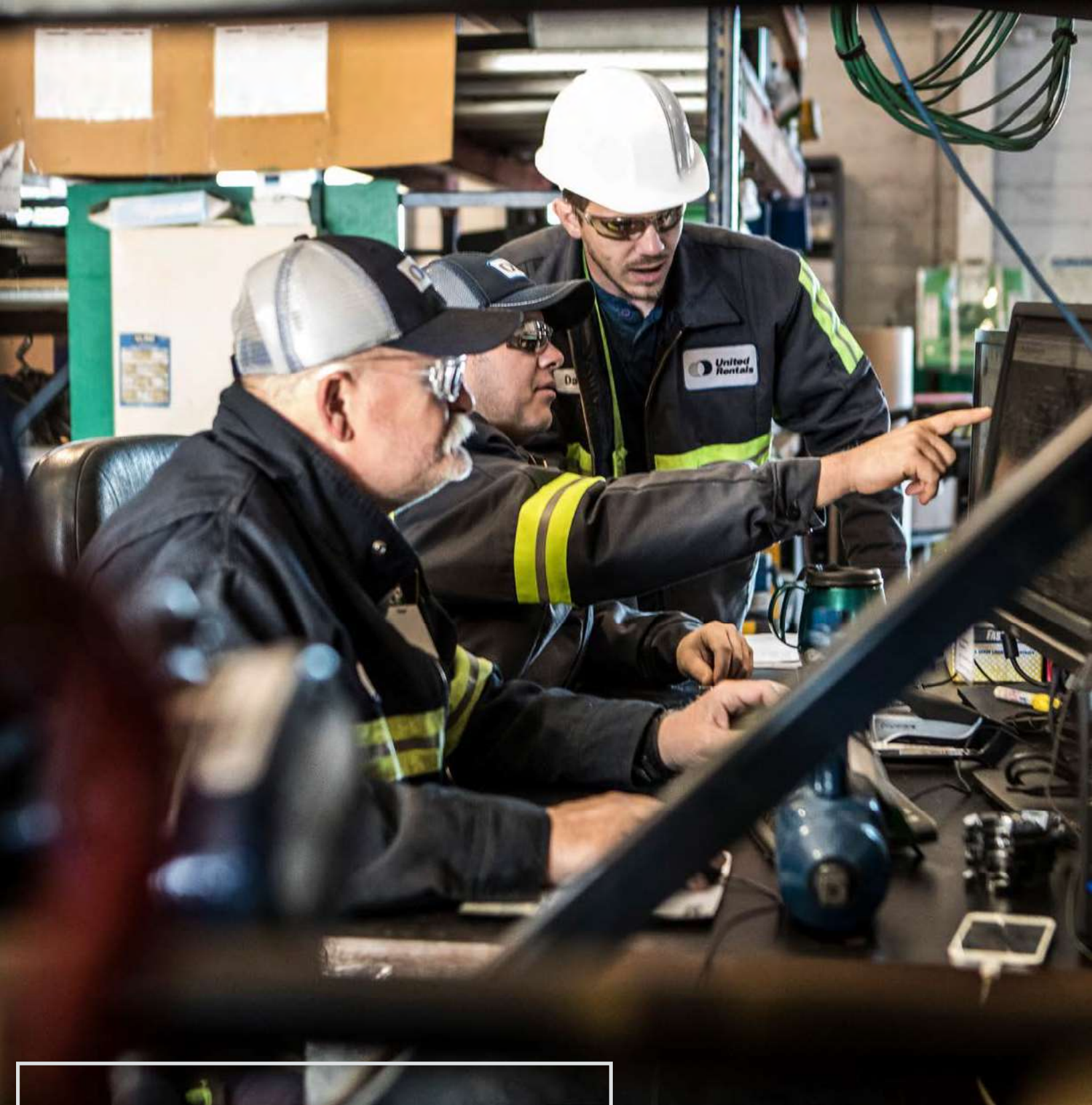


TIER 3

Onsite Programs

Together, we'll build a site-specific program based on your site's needs. You focus on running your site, while we turn the challenges of managing fleet into an efficient, hassle-free operation. Our Onsite Program is a comprehensive, turnkey solution that encompasses:

- Maintenance services
- Parts and material management
- Fleet systems
- Fleet advisory services

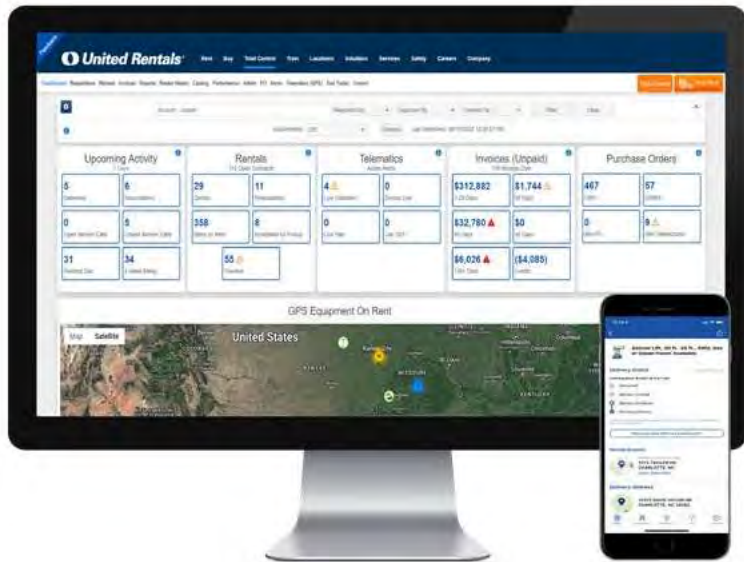


**Customized
Digital
Solutions.**

Total Control

Rent less and do more with proactive consumption management.

Today the most progressive companies understand that maintaining a world-class rental program requires two things. First, they need easy access to a platform that gives full visibility and accountability into rental activities. Second, the platform must have extended features like alerts, reports, and utilization data so users are actively prompted to save money. [Total Control](#) is our proprietary fleet management system. It features innovative consumption management tools to help reduce overall costs by optimizing the amount, length and utilization of equipment on rent.



Full visibility into all rental activities

- View and receive alerts on rentals pending or past due
- Extend rentals or request pick-up
- Add and update PO numbers
- GPS location and utilization data
- Low utilization alerts



Customized and flexible reporting

- Advanced benchmarking and KPI tracking
- Report live or historical rental information on nearly any subject



Planning and project management

- Project equipment planning
- Equipment utilization levels and alerts
- Project level reporting
- Projected rental costs
- Cost splitting



Comprehensive account management

- Multi-vendor management
- Real-time invoice and payment history
- Download summary and billing data
- Invoice availability and support



Total Control Emissions Tracking

- Monitor and manage your footprint
- Estimate GHG and source pollutants
- Track engine hours and utilization to right size fleet and emissions

“Without Total Control, there would be waste everywhere. Without it, our costs would spiral. It's effectively taken our spend from \$12M to about \$4M.

- Equipment Director for a major petrochemical refinery

Key Performance Indicators

Changes in rental behavior deserve to be measured.

It takes quite an effort to improve how your organization consumes rental equipment. These changes deliver real savings for your rental program, but if you don't take the time to measure and quantify the savings, you lose the chance to tell a great story. Key Performance Indicators (KPI) are set measurements designed to capture rental savings. United Rentals has the ability to provide a variety of KPIs and metrics each quarter at a site or corporate level. With Total Control, we can create mutual action plans to identify areas for improvement, document progress, and generally drive more benefits to your company.

The examples below are for illustrative purposes only.

KPI report examples With Total Control

- Accounts Receivable
- Cat Class Leniency
- Committed Cost
- Customer Equipment
- Customer Invoice History
- Daily Rental Activity
- GPS Time of Use
- Item History
- Items Due For Return
- Items Past Due
- Items Pending Pickup
- Large Item Report
- Lead Time
- Meter Log
- On Rent by Account Code
- On Rent Projected Spending
- Past Due Expense
- Projected Billing
- Rerent History
- Service Request
- Training
- User List
- Vendor Invoice
- *And more*



NOTIFICATIONS AND VISIBILITY

Call off or extend rentals before they become past due, adding unplanned costs to your budget.

1 month rental: **\$2,944**

Past due by:

1 day = \$3,574

3 days = \$4,399

15 days = \$5,888

Without visibility and notifications of equipment coming past due, a 3-day past due rental could cost you.

Cost Avoidance of \$1,455



LENIENCY TRACKING

Identify those times in the billing cycle where charges are flat, so keeping the item one more day will not change the final invoice amount.

Day: \$96 | Week: \$290

2 day rental: \$192

3 day rental: \$288

1 week rental: \$290

By utilizing Total Control, you are able to take advantage of Leniency Periods and rent equipment longer at no extra cost.

Days 4-7 are "free time"



UTILIZATION

How much are you using the equipment that you have? Off-rent low utilization equipment to avoid unnecessary costs.

3 generators all on one site:

Generator 1: **34%** utilization

Generator 2: **43%** utilization

Generator 3: **6%** utilization

By off-renting the third generator, you can save money that would otherwise be wasted by the generator sitting idle on site.

Potential Savings of 33%

United Academy

Keep your crews trained, certified and safe.

As North America's largest provider of commercial and industrial rental equipment, United Rentals is also an industry leader in jobsite safety and compliance. We train thousands of workers each year in jobsite and operator safety, OSHA certifications and more, with a robust list of courses delivered by a team of professional trainers or online. United Academy classroom and blended learning training can be completed on-site at your location or at one of our hundreds of participating branch locations throughout North America. Many courses are available in Spanish and French in addition to English.

1 How do you know crews are certified?

- Personal credential cards give instant access to training records
- Verify certificates and training online
- Store and track training and certifications from United Academy and elsewhere

2 What if they are not certified?

- Schedule Classroom instruction and certification at our location or yours
- OR
- Access blended learning 24/7
 - Blended Learning Consists of:
 1. Theory - online
 2. Exam - online
 3. Practical evaluation - in person



Wallet Card

United Academy provides a secure central location to store and access all of your training history and certifications, including training taken outside of the Academy. Easily access student training profiles using our wallet card, with a custom QR code and made from no wear-and-tear plastic.

Comprehensive Course Catalog

Select from a robust library of courses including Operator Certification, Fall Protection, Jobsite Safety, OSHA required training, Confined Space Entry, and Competent Person Trenching and Excavation.

Professional Training Team

Training is led by a team of certified trainers with years of experience in educating and protecting workers and job sites.



400+

Unique Courses available to you

3

Languages of material offered

1,100+

Training Professionals on staff

Mobile App

Off-rent, extend, manage and track your equipment - from your phone.

Complete Rental Control

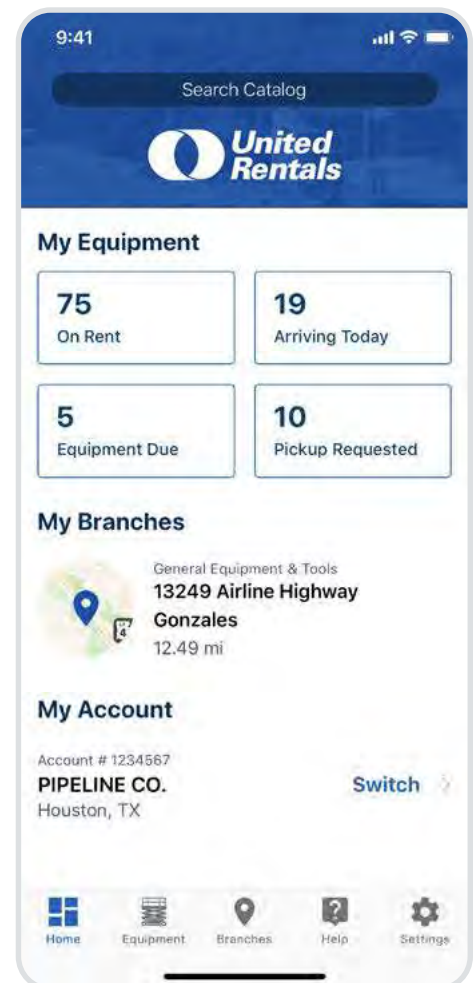
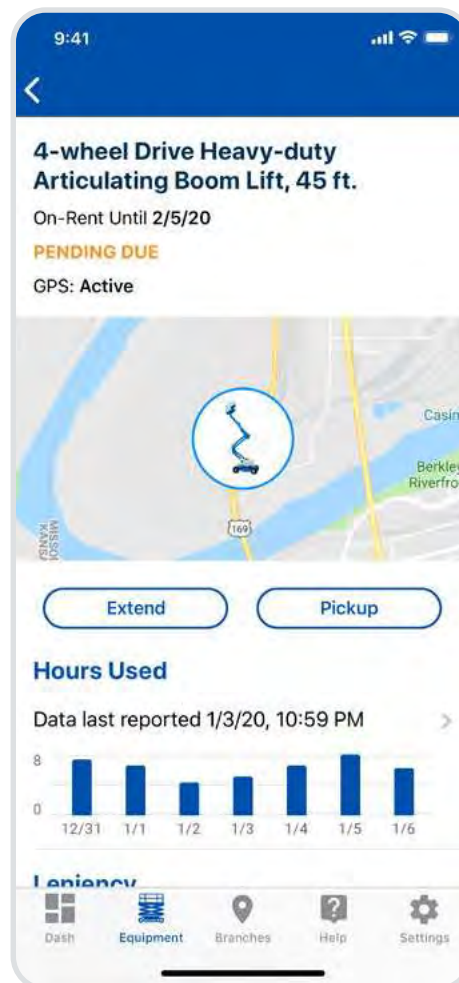
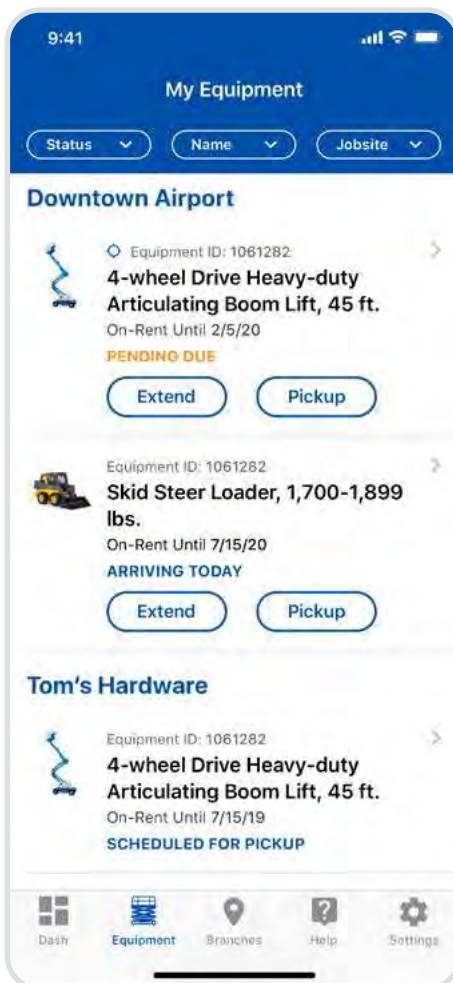
Extend or off-rent equipment with just a few clicks. Dates can be adjusted by contract or a single piece of equipment, providing access to leniency windows reducing costs.

Detailed Equipment Monitoring

Leverage GPS technology to see your equipment on a map. Also, track equipment utilization with the use of telematics-enabled equipment.

Easy Account Overview

See overdue equipment, pickups and arrivals in dashboard. Filter equipment list by status, cat-class or jobsite, and use in-app search to find equipment in our catalog.





**Customer
Experience.**

Case Study | Total Control

Improving the bottom line through better equipment management.

When Becky Calinski joined Stevens Engineers and Constructors' Portage, Indiana office last year, she quickly recognized a mounting need for greater equipment accountability. The industrial and commercial contractor had grown by 30 percent for the previous three years, and equipment purchases and rentals were escalating quickly.

Fortunately, Calinski had already become something of an expert in the use of United Rentals' Total Control system while working at a multi-billion-dollar project in Whiting, IN. Serving as equipment coordinator there, Calinski had utilized the service to find ways to more accurately manage equipment cost. "I brought attention to costs by filtering by job, how long things were on rent and for how much," she said.

Later, when she was put in charge of invoices, Calinski saw a similar need. At the time, massive 200-page paper invoices were being delivered by United Rentals via UPS. "With the help of the IT department, I designed an automated electronic invoice database around Total Control to speed up invoice processing," she said. "What usually took four days was reduced to a couple of hours." Calinski was later chosen to close out the project, and by efficiently managing assets she ultimately recovered \$1.2 million.

After joining Stevens in 2015, Calinski's fondness for Total Control led her to search for similar ways to corral equipment costs.

"They were stuck in their comfort zone, where the field guys would call and say, 'I need this, at this place, for this long,' and that was it," she said.

"Total Control's services had been brought to their attention, but they weren't being fully utilized because the field personnel just wanted to do their job. They thought Total Control would just produce more email and paperwork."

On the contrary, Calinski expects Total Control to actually reduce paperwork, as well as more efficiently manage costs. "Ultimately, it will add to the bottom line," she said. "It will save money through better equipment management, and at the same time provide 100 percent visibility."

The goal at Stevens is transparency. "Total Control will be used primarily in the office, but superintendents and foremen will be able to check their laptops to see what they've rented," she said. "Any of our billing reps or project specialists will be able to log in and have access, to see what everyone has on rent." Several "lunch and learns" are scheduled to educate appropriate personnel (about 10-12 office workers and 20 field workers) on the use of Total Control, assisted by United Rentals' Managed Services Director Jeff Rush.

"Integrating it into the ongoing process will be a bit like jumping into a moving car," Calinski said. "Spring outages are starting, so it will be needed soon. Once in place, they'll be able to see costs or make sure things are properly documented or recorded." She plans to implement Total Control "full force" to maximize its benefits.



Reduced time spent on invoices from days to hours



\$1.2 million recovered by effectively managing assets



[Total Control] will save money through better equipment management, and at the same time provide 100 percent visibility.

Customer References

What our customers say speaks volumes.

United Rentals has a Customer Focused Branch Operations (CFBO) initiative to improve our ability to measure ourselves against key performance indicators. CFBO Scorecard metrics are designed to provide visibility and focus on the operational metrics most important to our customers. We will use these metrics to track our service. The following measurements are included in the CFBO Scorecard:

- Average hours to resolve breakdowns
- Percent on time delivery
- Average hours to pick up
- Percent orders lost (equipment availability)
- Average days to resolve dispute (billing)

REFERENCES

	Reference # 1	Reference # 2	Reference # 3
Contract Number(s)	W912QR-12-A-0022	H92239-14-G-0007	N40085-13-A-7748
Name, phone # and email address of primary contact	Becky Zurschmiede USACE Louisville (502) 779-0804 Rebecca.A.Zurschmiede@usace.army.mil	Michael Drafts USASOC FT Bragg (919) 414-5764 draftsm@soc.mil Valaida Bradford (910) 396-0560 bradforv@soc.mil	Shelia Bullock NAVFAC (757) 341-1650 Shelia.Bullock@Navy.Mil
Dollar value of contract	\$200K	\$284K annually	\$4.0mm
Detailed description of work performed	Provide construction rental equipment on an "as-needed basis" for USACE Louisville. This contract requires timely response for equipment needs for USACE Louisville.	Multi-year rental contract with USASOC, Fort Bragg, NC. The contract assists over 640 special forces engineer students with a variety of heavy equipment rental equipment to include forklifts, dump trucks, man lifts and etc.	Various vehicle / equipment rental under transportation contracts and transportation related service contracts in the Hampton Roads Region. Fill orders to react to immediate needs with proven, reliable equipment.

United Rentals was named One of America's **Most Responsible Companies** by Newsweek.

Recognized for Third Consecutive Year for Environmental, Social and Corporate Governance (ESG) Performance Initiatives.



Customer References

What our customers say speaks volumes.

	Reference # 4	Reference # 5	Reference # 6
Contract Number(s)	PCARD day-to-day	National Account	N40085-13-A-7748
Name, phone # and email address of primary contact	Linda Hersey NAVFAC SW North Island Air Base, Bldg# 343 Coronado , CA 619-767-7819 linda.hersey@navy.mil	Mac McCullough Director of Equipment Operations Indian Eyes LLC 509-542-1114 Mac@indianeyesllc.com	Shane Frey, CLP, CPPA Material Manager WorleyParsons Tel: 832-327-5722 Mob: 803-443-8404 Shane.Frey@ WorleyParsons.com
Dollar value of contract	200K+ annually	\$500K+ annually	\$4.0mm
Detailed description of work performed	Provide full product line. United Rentals responds as required on an as needed basis. United Rentals provides our full line to NAVFAC SW on North Island, CA. We mobilize & demobilize equipment per the customer's request.	Contract #s 38809 & 40261 Equipment Rental and Truck Rental Contracts Provide full product line of Equipment, HVAC Systems, Power, and Trucks for Indian Eyes on DOE site – Hanford Facility – On going This site has remediation as well as facility maintenance.	Contract #s 30250 Large EQ Rental 30225 Power Tools and Tool Room Services Provide full product line of Heavy Equipment Rental and Tool Room Services for Parsons on DOE site – SRS for SWPF Facility – On going. This site has remediation as well as facility maintenance.

RENTAL POLICIES

United Rentals determines rental charges based on day, week, and a 4 week (28 day) rate. When our system calculates that the daily charge has cycled enough times to equal to the weekly rate, then a weekly cycle bill is generated. If the rental continues past one week then the system will continue to accrue rental charges until the maximum rental charge for a 4 week period is reached. An invoice is then generated. A rental day is equal to 8 hours or one shift. A rental week is 40 hours or 7 days. A rental month is 160 hours, or 28 days (4 weeks). The rental period begins the time the equipment leaves the yard and is terminated once the equipment is called off rent by the customer and they receive a pickup number. Extra charges will apply on certain equipment items, such as compressors, generators, and welders. After the rental has exceeded 8 hours in a day, or 40 hours in a week or 160 hours in a month, United Rentals will charge 1.5 times the standard rate for dual shift use and 2 times the standard rate for 3 shift uses. Branch Managers have the discretion to waive these charges.

Equipment which uses fuel is provided full at the time of the initial rental, and the government's responsibility is to re-fuel the equipment prior to pick up by the vendor.

Delivery locations and fees will be negotiated at each call.

Fees for large loads, required state levied gross tax, and other government mandated fees will be added to invoices post award as a separate line item.

Clauses Incorporated

GSA – GS-06F-0068R

DUNS – 176333961

CAGE – 1PCJ2

TIN – 06-1522496



The best people, equipment and solutions in the industry.

Whatever your projects demand, you can depend on United Rentals from start to finish. Count on the world's largest fleet of rental equipment, 24/7 service and support, numerous locations across the U.S. and Canada, and experts ready to help you find the best solutions. When you need to get the job done, we're here to help.



UnitedRentals.com | 800.UR.RENTS

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*The information contained herein is confidential and proprietary to United Rentals (North America), Inc., and its subsidiaries and affiliates (collectively, "United Rentals"). Duplication, distribution and/or sharing of this information outside of Customer is strictly prohibited. Should any information herein include forward-looking statements, such statements are as of our most recently issued and publicly-filed earnings release and periodic report. Information on such statements can be found in these public filings and our Investor Presentation(s) posted on the Investor Relations page of our website. We make no commitment to update any such statements contained herein. **This information is for the purposes of discussion only and is not enforceable unless incorporated into a contract signed and delivered by each of Customer and United Rentals.** The information contained herein is valid for a period of 90 days from the date of this document.*



Appendix "A" Reference Sheet

RFQ 25-04 Rental Equipment

Entity Name Los Angeles Dept Water & Power
Business Address 14401 Satcom St. Van Nuys
Name of Contact Francisco Castaneda
Title Contact Fleet operations
Telephone Number of Contact 818 771-4925
Email of Contact Francisco.Castaneda@LADWP.com
Description of Project Furnish and deliver equipment as needed, bare rental
Date of Service Multiple Contracts 2016 - Current

Entity Name Caltrans LA/Ventura County
Business Address 13204 Golden State Rd, Sylmar
Name of Contact Marka Pele
Title Contact District Equipment Manager
Telephone Number of Contact 818 362 4707
Email of Contact Marka.Pele@dot.ca.gov
Description of Project Furnish and deliver equipment on Contract as needed
Date of Service January 2024 - January 2027

Entity Name Los Angeles Unified School district
Business Address 333 S. Beaudry Ave, Los Angeles
Name of Contact Tim Lilley
Title Contact Area Electrical Supervisor
Telephone Number of Contact 818 394-2502
Email of Contact Timothy.lilley@lausd.net
Description of Project Furnish and deliver equipment on Contract as needed
Date of Service 2015 - Current (Multiple awards)

EXHIBIT "B"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Vendor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Vendor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
3. Vendor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Vendor shall not perform work with any sub-Vendor that is not registered with DIR pursuant to Section 1725.5. Vendor and sub-Vendors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Vendor or any sub-Vendor ceases to be registered with DIR at any time during the duration of the project, Vendor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Vendor's Services are subject to compliance monitoring and enforcement by DIR. Vendor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
6. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Vendor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Vendor or by any sub-Vendor.
7. Vendor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Vendor and each sub-Vendor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
8. Vendor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Vendor shall be responsible for compliance with these aforementioned Sections for all apprenticeable

occupations. Prior to commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Vendor, and each of its sub-Vendors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Vendor shall not perform Work with any Sub-Vendor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of Vendors from public works. The Vendor and Sub-Vendors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of Vendors from public works. If the Vendor or any sub-Vendor becomes debarred or suspended during the duration of the project, the Vendor shall immediately notify City.

10. Vendor acknowledges that eight hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810. Vendor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Vendor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Vendor or by any sub-Vendor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Vendor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every sub-Vendor who will perform work on the project, Vendor shall be responsible for such sub-Vendor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Vendor shall include in the written contract between it and each sub-Vendor a copy of those statutory provisions and a requirement that each sub-Vendor shall comply with those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure sub-Vendor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the sub-Vendor and upon becoming aware of the failure of the sub-Vendor to pay his or her workers the specified prevailing rate of wages. Vendor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Vendor shall indemnify, hold harmless and defend (at Vendor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent Vendors serving in the role of City officials, and volunteers from and against any demand or claim for

damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its sub-Vendors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Vendor under this Section shall survive the termination of the Agreement.

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the VENDOR 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 VENDOR 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 VENDOR must obtain a “Temporary Vendor’s Badge” issued by the City of Montebello Human Resources prior to performing work.



ITEM # 35

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4374 WITH PARTS AUTHORITY LLC TO PROVIDE AUTOMOTIVE SUPPLIES

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4374 with Parts Authority LLC to provide Automotive Supplies for a three (3) year term (through June 30, 2028) with two (2) one-year extension options for an annual not-to-exceed amount of \$50,000; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The agreement has a not-to-exceed annual amount of \$50,000, with three (3) year term expiring June 30, 2028 (Attachment A). Funding for Automotive Supplies expenses is included in the adopted Fiscal Year 2025–26 budget across multiple City departments, including Public Works, Parks, Fire, and Police under object code 6080.60 (Vehicle Maintenance / Expenses Vehicle Parts / Equipment). This is a standard budget line item used for the purchase of vehicle-related supplies and parts. Assuming participation by these departments, there is at least \$50,000 collectively budgeted for such expenses in FY 2025–2026.

BACKGROUND/DISCUSSION:

The City of Montebello maintains a diverse fleet of vehicles supporting multiple departments, including Police, Fire, Public Works, and Parks and Recreation. To ensure

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 13, 2025

Page 2 of 3

the fleet remains operational and responsive to community needs, City staff must have reliable access to high-quality automotive parts, fluids, and related supplies.\

Previously, automotive supplies have been purchased on an as-needed basis, often requiring staff to rely on multiple vendors with limited availability or to make emergency purchases at retail rates. To streamline this process, maintain cost control, and ensure timely vehicle repairs, the City issued Request for Quotes (RFQ) No. 25-03 seeking qualified vendors to supply automotive parts under a not-to-exceed contract over a multi-year term.

Multiple bids were received and evaluated based on catalog breadth, availability, pricing, and vendor reliability. Parts Authority LLC emerged as the best-qualified vendor due to its extensive automotive parts catalog, competitive pricing, strong industry reputation, and convenient proximity to the City of Montebello. This local presence will enable faster order fulfillment, minimize vehicle downtime, and support timely repairs and maintenance across the City's fleet.

ENVIRONMENTAL:

N/A

ANALYSIS:

Awarding Professional Services Agreement No. 4374 (Attachment A) to Parts Authority LLC will:

- Provide City departments with a reliable source for quality automotive supplies at competitive prices
- Reduce operational downtime by leveraging the vendor's local inventory and prompt delivery capabilities
- Decrease administrative time spent sourcing multiple vendors for routine fleet maintenance
- Ensure consistent compliance with the City's purchasing policies and reduce ad hoc purchases using p-cards or emergency transactions

Under the agreement, the City will issue purchase orders as needed within the approved annual budget. Parts Authority LLC will be required to maintain adequate stock levels and provide responsive customer support throughout the contract term.

SUMMARY:

Staff recommends awarding Professional Services Agreement No. 4374 for Automotive Supplies to Parts Authority LLC, based on their extensive product catalog, competitive pricing, and local presence that aligns with the City's operational and budgetary needs. The FY 2025-26 budget includes funding for the purchase of automotive supplies and parts in various departments (.e.g, Public Works, Police, Fire, and Parks and Recreation). Therefore, the recommended actions do not require a budget amendment.

ATTACHMENT(S)

1. Attachment A - Agr. No. 4374 - Parts Authority LLC

**CITY OF MONTEBELLO
AGREEMENT NO. 4374
WITH PARTS AUTHORITY LLC**

THIS AGREEMENT ("Agreement") is made and entered into on **August 13, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **PARTS AUTHORITY LLC** (the "VENDOR"). The CITY and the VENDOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a professional vendor to provide Automotive Supplies; and

WHEREAS, on or about May 15, 2025, the CITY issued a Request for Quotations RFQ 25-03 for Automotive Supplies and

WHEREAS, the VENDOR submitted a proposal in response to the Request; and

WHEREAS, the VENDOR represents that it is fully qualified to provide automotive supplies by virtue of its experience and expertise of its principals; and

WHEREAS, the CITY evaluated the responses and determined that the VENDOR will meet the requirements in a satisfactory manner.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

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

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

SECTION 2. SERVICES / COMPENSATION.

A. The VENDOR shall provide the CITY with all equipment, materials and incidentals on an as-needed basis.

B. The VENDOR shall be compensated in an amount not-to-exceed Fifty Thousand Dollars (\$50,000) per year ("Compensation"). The VENDOR shall provide

an itemized billing statement to the CITY for all provided Automotive Supplies. The VENDOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2028, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods by mutual agreement of both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The VENDOR hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT VENDOR.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

The VENDOR shall 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$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 VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

b. If the VENDOR maintains higher limits than the minimums shown above, the

CITY requires and shall be entitled to coverage for the higher limits maintained by the VENDOR.

c. The CONTACTOR shall require each of its subvendors, 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 VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the VENDOR's expense, the premium thereon.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: tjacobs-strange@montebellocity.gov

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The VENDOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 the VENDOR and shall not bind or purport to bind the CITY and shall not release the VENDOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-vendors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the VENDOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

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

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello – City Clerk’s Office
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200
Email: cityclerk@montebellocal.gov

If to Vendor: Parts Authority LLC
3 Dakota Drive, Suite 110
New Hyde Park, New York 11042
Dave LaBarre
Gov't Sales Manager
Phone: 718-740-4455 ext 7532
Email: fleetbids@partsauthority.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the VENDOR shall not discriminate against any employee, sub-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. The 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.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the VENDOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded VENDOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the VENDOR. VENDOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the VENDOR with the governmental agency. This provision in no way guaranteed that the VENDOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT “A”

Request for Quotations for Services and Contractor’s Proposal

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

("CITY")

("VENDOR")

CITY OF MONTEBELLO

PARTS AUTHORITY LLC

Raul Alvarez, City Manager

Dave LaBarre, Gov't Sales Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Vendor's Response to RFQ 25-06

EXHIBIT “A”

**Vendor’s Response to Request for Quotations 25-06 for Automotive
Supplies**



PARTS AUTHORITY, LLC
3 DAKOTA DRIVE, SUITE 110
NEW HYDE PARK, NEW YORK 11042

PHONE (516) 300-1265
FAX (516) 326-6013
TOLL-FREE (888) 317-7278
PARTSAUTHORITY.COM

06/02/2025

Re: RFQ 25-03 Automotive Supplies – letter of interest

Parts Authority LLC is submitting a proposal for the above mentioned RFQ.

Parts Authority LLC is an auto parts distributor with 240 locations nationwide, 45 locations in California. With a major distribution point in Pico Rivera 4 miles from the City of Montebello, stocking well over \$20 million in inventory available for delivery multiple times daily we are uniquely prepared to provide parts and supplies as needed.

Parts Authority, founded in 1973, is a leading national distributor of automotive replacement parts, and tools/equipment. Parts Authority's catalog of over 3 million parts covering virtually every application on the road today ensures our customer partners receive the parts they need when they need them. We offer a team of trained, experienced counter professionals to assist in finding the right parts and the right brand for any application. We source original parts from OEM manufacturers and the highest quality aftermarket suppliers, with relationships with the best brands in the industry like AC Delco, Motorcraft, Denso, Bosch, KYB, Monroe, Gates, Dorman, and Exide, to name a few. Building long-lasting relationships with our vendor and customer partners are what sets us apart from the competition.

Project Understanding and Approach:

As a major supplier to hundreds of municipalities in California alone, we are uniquely positioned to help you keep your vehicles on the road at very competitive prices.

We have fleet specialists along with a large sales team to handle opportunities and questions, available by phone and email. Our award-winning online "web warehouse" has extensive information available to our customers – showing availability along with estimated times of arrival – unparalleled in the industry.





PARTS AUTHORITY, LLC
3 DAKOTA DRIVE, SUITE 110
NEW HYDE PARK, NEW YORK 11042

PHONE (516) 300-1265
FAX (516) 326-6013
TOLL-FREE (888) 317-7278
PARTSAUTHORITY.COM

Our approach begins with determining our customers' needs – and how we can best serve each customer. This includes making sure we have the correct inventory available, correct contact information for our team, and delivery methods that match the need. Supplying fleets with the parts they need is an integral part of Parts Authority's marketing plans. This philosophy has endured over the company's 50 years of providing service.

Relevant Experience:

Parts Authority has been helping fleets keep their vehicles safe and on the road for over 50 years. Some of our more notable customers in California include the City of Los Angeles, County of San Bernardino, Santa Clara VTA, City of Riverside and hundreds more. Most of these are long term customers who experience the value of partnering with Parts Authority.

Please feel free to contact our included references in Appendix A.

Proposed Scope of Work:

Our proposed scope of services includes receiving orders (online, by phone or via email) – and delivering these parts to your location(s) in Montebello. We are experienced using purchase orders as well as p-cards – and offer several methods of payment. Our invoices, credits and statements are all available online and may be emailed daily if preferred. Our sales team will work with Montebello's staff to provide stock tailored to Montebello's parts needs, suggesting optimal inventory stock lists. Batteries will be rotated by Parts Authority's sales staff as needed, replacing any batteries that "age out." Parts Authority has the ability to create inventory needs based on a census of your fleet vehicles. Parts Authority excels in transferring needed parts from our other locations when necessary for those hard to find parts – using an extensive "shuttle" network of hundreds of routes.

Parts Authority LLC proposes to provide to the City of Montebello:





PARTS AUTHORITY, LLC
3 DAKOTA DRIVE, SUITE 110
NEW HYDE PARK, NEW YORK 11042

PHONE (516) 300-1265
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PARTSAUTHORITY.COM

1. General automotive parts
2. Fluids and chemicals in “retail packaging” (quarts, gallons, etc, not bulk)
3. Filters
4. Vehicle maintenance supplies

Parts Authority does not sell tires.

Our staff will accept orders from Montebello’s staff for parts as needed and will deliver these parts multiple times a day when required. Our very experienced, professional counter staff are available to look up parts, answer questions, research issues and provide service, from delivery questions to fit and function questions, available by phone and email. Our staff is available using a “phone queue” which prioritizes customer phone calls, to insure excellent service, with location managers and assistant managers available if needed. Parts Authority’s sales team will visit your locations and work with Montebello’s staff to determine the appropriate inventory to stock at your locations, and to give recommendations for stock needed as appropriate. Should an on-shelf inventory need to be taken, our sales team will provide the part counts.

Conflict of Interest Statement:

Parts Authority has no Conflicts of Interest with the City as well as no lawsuits to report.

Contract Documents:

In Montebello’s professional services agreement, section 2.4 states “Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. “ As a goods supplier, we provide invoices with each delivery, and a monthly statement for payment. No other issues to note.

Customer Service:





PARTS AUTHORITY, LLC
3 DAKOTA DRIVE, SUITE 110
NEW HYDE PARK, NEW YORK 11042

PHONE (516) 300-1265
FAX (516) 326-6013
TOLL-FREE (888) 317-7278
PARTSAUTHORITY.COM

As noted previously, Parts Authority emphasizes customer service. Our trained, experienced counter staff, our experienced sales team and our gps monitored delivery system has been built to provide unparalleled customer service. Parts Authority adapts to customer needs.

Standard Professional Services Agreement:

As a goods supplier, most of the agreement does not apply. We bill for parts delivered – and do not bill for additional services such as rotating batteries when necessary. Parts Authority does not use subcontractors. Live fingerprinting should not be necessary with this contract. Otherwise the terms are agreeable.

Parts Authority prices parts by brand (manufacturer), as a discount off of our list price. Our discounts range from 40% off of our list price to 82% off of our list price. Most products fall in the 60% to 70% off of our list price. Discounts by brand are available upon request.

Conclusion:

Thank you for your consideration. Parts Authority is a leading supplier of auto and truck parts, supplies and equipment. We look forward to working with the City of Montebello.

Dave LaBarre
Gov't Sales Manager
fleetbids@partsauthority.com
718-740-4455 ext 7532





Appendix "A" Reference Sheet

RFQ 25-03 Automotive Supplies

Entity Name Educational Services Commission of New Jersey
Business Address 1660 Stelton Road, Piscataway, NJ 08854
Name of Contact Patrick Moran
Title Contact Business Administrator/Board Secretary
Telephone Number of Contact 732-777-9848
Email of Contact
Description of Project Automotive Parts & Supplies
Date of Service 2020 - Current

Entity Name Palm Beach County Sheriff's
Business Address 3350 Gun Club Road, Wst Palm Beach, Florida 33406
Name of Contact Marc Gold
Title Contact
Telephone Number of Contact 561 688 3479
Email of Contact
Description of Project Automotive Parts & Supplies
Date of Service 2021 - Current

Entity Name City of Miami
Business Address 1390 NW 20th Street, Miami FL 33142
Name of Contact Rommell Saavedra
Title Contact
Telephone Number of Contact 305 329 4874
Email of Contact rosaavedra@miamigov.com
Description of Project Provide Aftermarket Replacement Parts and Supplies
Date of Service 2014 - Current

EXHIBIT “B”

Schedule of Compensation

EXHIBIT “C”

Live Scan Fingerprinting Requirements

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

EXHIBIT “B”

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Vendor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Vendor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
3. Vendor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Vendor shall not perform work with any sub-Vendor that is not registered with DIR pursuant to Section 1725.5. Vendor and sub-Vendors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Vendor or any sub-Vendor ceases to be registered with DIR at any time during the duration of the project, Vendor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Vendor’s Services are subject to compliance monitoring and enforcement by DIR. Vendor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
6. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Vendor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Vendor or by any sub-Vendor.
7. Vendor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Vendor and each sub-Vendor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
8. Vendor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Vendor shall be responsible for compliance with these aforementioned Sections for all apprenticeable

occupations. Prior to commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Vendor, and each of its sub-Vendors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Vendor shall not perform Work with any Sub-Vendor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of Vendors from public works. The Vendor and Sub-Vendors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of Vendors from public works. If the Vendor or any sub-Vendor becomes debarred or suspended during the duration of the project, the Vendor shall immediately notify City.

10. Vendor acknowledges that eight hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810. Vendor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Vendor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Vendor or by any sub-Vendor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Vendor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every sub-Vendor who will perform work on the project, Vendor shall be responsible for such sub-Vendor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Vendor shall include in the written contract between it and each sub-Vendor a copy of those statutory provisions and a requirement that each sub-Vendor shall comply with those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure sub-Vendor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the sub-Vendor and upon becoming aware of the failure of the sub-Vendor to pay his or her workers the specified prevailing rate of wages. Vendor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Vendor shall indemnify, hold harmless and defend (at Vendor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent Vendors serving in the role of City officials, and volunteers from and against any demand or claim for

damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its sub-Vendors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Vendor under this Section shall survive the termination of the Agreement.



ITEM # 36

APPROVAL OF MINUTES: JUNE 11, 2025, CITY COUNCIL MEETING; JUNE 25, 2025, SPECIAL CITY COUNCIL MEETING; JUNE 25, 2025, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JUNE 11, 2025 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Noel Tapia, City Manager Paul Alvarez, Acting Assistant City Manager Angelica Palmeros, Senior Deputy City Clerk Kimberly Guillot, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, Juan Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Tapia announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Melendez recessed the meeting into Closed Session at 6:02 p.m. to consider the following Closed Session items:

- 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***Mayor Melendez reconvened the meeting at 7:11 p.m.**All five members were present to discuss all Closed Session items. City Attorney Tapia provided the following report to City Council: Item No. 1, a briefing was provided to City Council, City Council provided direction, no action was taken, and nothing to further to report; Item No. 2, a briefing was provided to City Council, City Council provided direction, no action was taken and nothing further to report.***INVOCATION***Led by Father Fredric Abiera from St. Benedict Catholic Church.***PLEDGE OF ALLEGIANCE***Led by City Treasurer Matanga.***CORRECTIONS TO THE AGENDA - CITY MANAGER***City Manager Alvarez announced that Items Nos. 5 and 2 would be tabled and brought back at a future meeting.***CEREMONIAL ITEMS/PRESENTATION****3. PROCLAMATION FOR LESBIAN GAY BISEXUAL, TRANSGENDER, QUEER, INTERSEX (LGBTQI+) PRIDE MONTH***Mayor Melendez presented the item***4. PROCLAMATION FOR JUNE MONTH***Mayor Melendez presented the item.***5. PROCLAMATION FOR SKIN DERMATOLOGY AWARENESS MONTH***This item was called by City Manager Alvarez.***6. FISCAL YEAR 2025-26 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) OVERVIEW***Director of Public Works Cesar Roldan provided a presentation of the item. The presentation included a list of completed projects in Fiscal Year 24-25 and upcoming projects for Fiscal Year 2025-26.**Councilmember Peralta thanked Director Roldan for the comprehensive presentation and looks forward to the various projects.**Councilmember Romero thanked Director Roldan for the presentation and stated that the information would be helpful to the residents.**Mayor Pro Tem Tamayo expressed appreciation for the facility improvements.**Councilmember Alonzo asked about the location of the Police Resource Center.**Mayor Melendez inquired about the EV charging stations, asking whether they would be accessible to the community. He also asked about the funding sources and whether there would be any fees associated with their use.*

Directors Roldan and Sosnowski provided clarification.

7. PARKS DIVISION PRESENTATION BY THE MONTEBELLO POLICE DEPARTMENT

Police Chief Luis Lopez provided a presentation of the item. The presentation included information about the bureau, operations, goals, personnel, training, and deployment.

Councilmember Peralta asked whether the Parks Bureau would be wearing a different uniform.

Chief Lopez responded that the police officers will wear their standard uniforms, cadets will wear light blue polos, and community service officers will wear gray polos.

Mayor Pro Tem Tamayo thanked Chief Lopez for visiting the park and listening to resident concerns in order to implement a program that would best address their needs.

Councilmember Romero suggested organizing events like 'Coffee with a Cop' specifically geared toward children, to help them feel comfortable and safe approaching police officers.

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 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 eleven (11) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON EMS OF COMMUNITY INTEREST

City Council addressed ongoing immigration raids in Los Angeles County. They assured the residents that the City would not cooperate with the ICE Raids. City Manager Alvarez also addressed the ongoing events. Police Chief Lopez stated that the Police Department does not participate in federal immigration enforcement operations.

City Manager Alvarez invited the community to attend the upcoming Concerts at the Parks series, starting Wednesday, June 18th, at Montebello City Park.

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.

Jeff Camera, MCA Consultant, provided a presentation of the item. The presentation included a timeline of events, background, and fiscal impacts.

Mayor Melendez opened the Public Hearing at 9:06 p.m.

The City Clerk's Office acknowledged four(4) members of the public wishing to address the City Council. All speakers shared their concerns with Athens Services. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office. The first speaker expressed concern about the difficulty of communicating with Athens. The second speaker voiced support for the services provided by Athens. The third speaker asked about the possibility of having a separate bin for sorting trash, and the final speaker inquired whether restaurant businesses are complying with the laws regarding waste separation.

MCA Consultant Camera addressed the residents' concerns regarding restaurant compliance with the law.

Mayor Melendez closed the Public Hearing at 9:15 p.m.

Councilmember Peralta thanked all residents who participated. She proposed an initiative to encourage residents to participate in recycling efforts.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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 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 action that may be desirable.

Director of Human Resources Ramon Figueroa provided a presentation of the item. The presentation included an overview of AB 2561, a list of bargaining groups, the number of vacancies in the Montebello Management Professionals Association, recruitment, hiring process changes, recruitment initiatives, and retention strategies.

Mayor Melendez opened the Public Hearing at 9:26 p.m.

Luis Schmidt, Business Agent from AF CME, provided a presentation on behalf of the Montebello Management Professionals Association.

Zachary Hunter spoke on behalf of the Montebello Fire Association.

Mayor Melendez closed the Public Hearing at 9:40 p.m.

Councilmember Peralta expressed appreciation to the speakers who participated.

Councilmember Alonzo motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the item was approved unanimously.

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.

Mayor Melendez opened the Public Hearing at 9:42 p.m.

There were no speakers.

Mayor Melendez closed the Public Hearing at 9:43 p.m.

Councilmember Peralta requested that the City Manager provide information about the potential fire station located on the northern side of the City, which is currently part of the Fire Hazard Area.

City Manager Alvarez provided information regarding the potential fire station and the plans to request additional funding to build the station.

Mayor Pro Tem Tamayo informed the residents that there is additional information on City Website to determine if their property is in the area.

Councilmember Alonzo motioned, seconded by Councilmember Romero, to approve the item; the item was approved unanimously.

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 action, related action that may be desirable.

Mayor Pro Tem Tamayo announced a potential conflict of interest and stated that she would recuse herself and step out.

City Manager Alvarez provided a brief summary of the item.

Councilmember Peralta asked about the timeline for completing the street repaving project outlined in the staff report.

Director Roldan and City Manager Alvarez explained that the project will take some time to complete. They asked both the Council and residents for their continued patience as efforts to move the project forward remain ongoing.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed by the following vote:

MOVED: Alonzo	SECONDED: Peralta	APPROVED: 4-0-0-1
AYES: Peralta, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Tamayo		

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.

Councilmember Romero motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

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.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker card 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 an Ordinance.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve all items, except Item No. 22; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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 upfitting services through June 30, 2027; and,
2. Confirm the not-to-exceed amount of \$200,000 annually, for Fiscal Year 2025-26 and 2026-27 with the option for the City Manager to authorize an increase of up to \$,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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council

1. Adopt construction plans and specifications 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, reconstruction, 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 billboard advertisement for construction; and
4. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

22. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3871 WITH JAIR O'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.

City Manager Alvarez pulled this item

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 Buses' (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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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 N 25-11) f Metrolink Rail Feeder Shuttle Service; and
2. Take such additional, related, action that may be desirabl

Councilmember Alonzo motioned, seconded by Councilmember P alta, to approve the item; e motion passed unanimously.

26. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 39 WITH P N GROUP, LLP FOR FINANCIAL AUDIT SERVICES

RECOMMENDATION: It is recommended that the City Council

1. Approve Amendment No. 1 to Agreement No 80 with The P Group, LLP; and,
2. Authorize the City Manager to execute e amendm extending the term of the agreement to June 30, 2027; and,
3. Take such additional, related action that ay b desirable.

Councilmember Alonzo motioned, onded y Councilm mber Peralta, to approve the item; the motion passed unanimously.

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 mmended that the City Council:

1. A rove Agreement No. 8 with the Governor's Office of Emergency Services (Cal OES) and authorize he City Manage o execut ll necessary documents to complete the temporary assignment of Water Tender WT-11 to City's Fire Department; and
- Take such addition related action that may be desirable.

Councilmember Al zo motioned, conded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Ric Alonzo, Councilmember**

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

- **Danielle Rorro, 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.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify 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

Councilmember Peralta adjourned in memory of Alberto Serradell.

Mayor Melendez adjourned the meeting at 10:08 p.m.

THE MINUTES OF JUNE 11, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 13TH DAY OF AUGUST 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:** _____

MEETING DATE: 6/11/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Fiona Reimers **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 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: 06-11-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** [REDACTED]
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☒

TOPIC:

Cesar Chavez Foundation Negligence

MEETING DATE:

6/11/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Alexandra Soto

PHONE: _____

{Optional}

ADDRESS: _____

ORGANIZATION REPRESENTED:

Hair Philosophy ^(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

Absent

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: CODE ENFORCEMENT

MEETING DATE:

6-11-2025

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

DAVID VILLESAS

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: 6/11/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Delia Delgado **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: N/A

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No.

86



SPEAKER CARD

Please Note:

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

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

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 6/11/25 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. 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: Community Awareness

MEETING DATE: 6/11/25 TIME RECEIVED: _____

SPEAKER'S FULL NAME: Adrianna Ford PHONE: [REDACTED]

(Optional)

ADDRESS: [REDACTED]

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 6/11/ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No.

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: 6/11 **TIME RECEIVED:** 6:28

SPEAKER'S FULL NAME: Priscilla Gonzalez **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No.

10



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☒

TOPIC: _____

MEETING DATE:

6/30/2025

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

James Santana

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

General Public Comment

MEETING DATE:

6/11/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Yvette Fimbres

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No.

12



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

6/11/25

TIME RECEIVED:

4:00 PM 19:05

SPEAKER'S FULL NAME:

GREG GONZALEZ

PHON



(Optional)

ADDRESS:



(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

AMENDED



**CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA**

MINUTES

WEDNESDAY, JUNE 25, 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 Special Meeting to order concurrently with the Regular Meeting at 6:02 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, and Councilmember Alonzo. Councilmember Romero arrived after roll call at 6:03 p.m. City Clerk Jimenez was also present. City Treasurer Matanga was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Acting Assistant City Manager Angelica Palmeros, Deputy City Clerk Nelly Ochoa, Senior Management Analyst Samantha Nevarez and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may **only** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on 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.

The City Clerk's Office acknowledged two(2) 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.

CLOSED SESSION

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

City Attorney Alvarez-Glasman announced the Closed Session Item and corrected the Government Code citation from Section 54956.9(d)(2) to Section 54956.9(d)(4). Mayor Melendez recessed the meeting into Closed Session at 6:04 p.m.

to consider the following Closed Session item:

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Initiation of litigation – Two matters

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 7:28 p.m.

All five members were present to discuss the items from the Closed Session. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1a, a briefing was provided to City Council, and direction was provided to the City Manager and City Attorney. Item No. 1b, Mayor Melendez made a statement regarding the City of Montebello's participation in litigation initiated by the City of Los Angeles. The City Council strongly opposes the improper and unlawful actions of federal agents and ICE personnel. Emphasizing its commitment to the safety and protection of all Montebello residents and workers, the Council expressed its intent to join the lawsuit against the Federal Government to stand against actions harming families across the region and state.

Mayor Melendez motioned, seconded by Councilmember Peralta, to approve Item No. 1b; the motion passed unanimously.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Director Palombi.

CEREMONIAL ITEMS/PRESENTATIONS

2. **Proclamation for National PTSD Awareness Month**

Presented by Mayor Melendez.

REGULAR BUSINESS

3. **ADOPT RESOLUTION NO. 25-59 APPROVING HUMANITARIAN SERVICES FUNDING FOR FAMILIES IMPACTED BY THE ICE RAIDS**

RECOMMENDATION: It is recommended that the City Council:

1. Appropriate funding in the amount of \$100,000 for humanitarian services for families impacted by immigration raids in Montebello by Amending the Fiscal Year 2025-26 budget by increasing appropriations in Account No. 299-20-299-6040.10 (Humanitarian Assistance Program Fund, Other Contract Services); and
2. Authorize the City staff to create and implement a humanitarian services program for families impacted by immigration raids; and
3. Take such additional, related action that may be desirable.

City Manager Alvarez presented the item verbally and recommended establishing a Humanitarian Assistance Program to provide support such as food, housing, and utility assistance to affected residents.

Councilmember Peralta stated that her council orals were related to this item and received confirmation that she could discuss them along with this item. She asked about the allocation of funds and whether partnerships could be formed using that money. City Manager Alvarez confirmed that the City already works with nonprofits and has an MCAP program and social workers to manage these efforts. He explained that this program is one tool to address immediate needs and that no additional staff would be hired, as existing staff are equipped to handle it. He added that the City is also working on other initiatives to assist residents impacted by the ICE raids. Councilmember Peralta also addressed the critical impact that these events have brought on the community and praised the dedication the Council has committed to assisting the community. She commended the Police Department and Chief Lopez for their professionalism during the protests.

Councilmember Alonzo praised the City Manager and Director Solorza for their allocation of the funds to make this program possible.

Mayor Pro Tem Tamayo expressed her support for the item.

Mayor Melendez reiterated that the City is responding to the ICE raids as the situation unfolds and expressed his strong opposition to the ongoing enforcement actions.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on August 13, 2025, at 6:00 p.m.** which can be live-streamed at <https://www.montebellocity.gov> (Click on Live Stream).

Date and Posted: June 24, 2025, at 6:00 p.m.

I, Nelly Ochoa, Deputy City Clerk for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.

Nelly Ochoa

Nelly Ochoa, Deputy City Clerk

Mayor Melendez adjourned the Special Meeting at 8:21 p.m.

THE MINUTES OF JUNE 25, 2025 ARE HEREBY APPROVED AND ADOPTED ON THIS 13TH DAY OF AUGUST 2025.

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



CITY OF MONTEBELLO

Request No. X 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:** #3 of Special Meeting

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Prohiss **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 ☐

Special
AGENDA ITEM NO. 3

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

MEETING DATE: 6/25/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Joella Valdez. **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JUNE 25, 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 Regular Meeting to order concurrently with the Special Meeting at 6:02 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, and Councilmember Alonzo. Councilmember Romero arrived after roll call at 6:03 p.m. City Clerk Jimenez was also present. City Treasurer Matanga was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Acting Assistant City Manager Angelica Palmeros, Deputy City Clerk Nelly Ochoa, Senior Management Analyst Samantha Nevarez and Department Directors Michael Solorza, Joseph Palombi, 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. Mayor Melendez recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session items:

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Melendez recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session items:

- 1. THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957

Consultation with City Manager and Police Chief

2. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Negotiators: Raul Alvarez

Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA and unrepresented employees.

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Significant exposure to litigation in one case

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 7:28 p.m.

All five 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 final action was taken, and an update was provided to the City Council; Item No. 2, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 3 was not discussed.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Director Palombi.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

4. PROCLAMATION FOR NATIONAL SCLERODERMA AWARENESS MONTH

Presented by Mayor Melendez.

5. CERTIFICATE OF RECOGNITION - MARTIN SOLANO

Presented by Mayor Melendez.

6. CANNING HUNGER CURB ADDRESS PAINTING PRESENTATION

Director of Public Works, Cesar Roldan, presented the item.

Councilmember Peralta praised Director Roldan for his work.

Mayor Melendez asked for this information to be made available on the City's website for residents to access.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged twelve(12) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

The City Manager thanked City staff for their hard work and adaptability, commended the Police Department for their hard work and support during peaceful protests, and praised the City Council for their behind-the-scenes efforts to support the community during these challenging times. He also asked the public for continued patience and understanding as the City works to address ongoing issues. Additionally, he noted that "Know Your Rights" red cards are being distributed at all City facilities and that staff are organizing informational workshops to further support the community.

PUBLIC HEARING

7. ADOPT RESOLUTION NO. 25-51 CONFIRMING THE FY 2025-26 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting Resolution No. 25-51 (Attachment A) confirming the Fiscal Year 2025-26 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
2. Authorize the Levying of the Fiscal Year 2025-26 Assessments; and
3. Take such additional, related action that may be desirable.

Mayor Melendez opened the Public Hearing at 9:06 p.m.

There were no speakers. Mayor Melendez closed the Public Hearing at 9:07 p.m.

Councilmember Peralta motioned, seconded by Councilmember Romero, to approve the item; the motion passed unanimously.

8. ADOPT RESOLUTION NO. 25-52 CONFIRMING THE FY 2025-26 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING SUCH ASSESSMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider adopting Resolution No. 25-52 (Attachment A) confirming the Fiscal Year 2025-26 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and
2. Authorize the Levying of the Fiscal Year 2025-26 Assessments; and
3. Take such additional, related action that may be desirable.

Mayor Melendez opened the Public Hearing at 9:08 p.m.

There were no speakers. Mayor Melendez closed the Public Hearing at 9:08 p.m.

Mayor Pro Tem Tamayo wanted to note that significant repair expenses were incurred due to critical infrastructure issues. Since the City is covering the assessment for this project, there is a deficit that has not yet been reimbursed.

Mayor Melendez motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

9. **PUBLIC HEARING ADOPTING RESOLUTION NO. 25-53 VACATING A PORTION OF BLUFF ROAD NORTH OF MAYNARD ROAD AND RESERVING AN EXCLUSIVE EASEMENT OVER THE VACATED PORTION FOR THE BENEFIT OF A WATER UTILITY PURSUANT TO STREETS AND HIGHWAY CODE SECTIONS 8320-8325 AND GRANTING EASEMENTS FOR THE PURPOSES OF CELL, POWER, AND GAS UTILITIES**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing considering adoption of Resolution No. 25-53 (Attachment A) confirming the vacation of a portion of Bluff Road, north of Maynard Road and reserving an exclusive easement over the vacated portion for the benefit of a Cell, Power, and Gas utilities pursuant to Streets and Highways Code Section 8320-8325; and
2. Authorize permanent easements for the following utility companies: AT&T California, Southern California Edison, and Southern California Gas Company; and
3. Take such additional, related action that may be desirable.

Mayor Melendez opened the Public Hearing at 9:10 p.m.

There were no speakers. Mayor Melendez closed the Public Hearing at 9:11 p.m.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

REGULAR BUSINESS

10. **ADOPTION OF FISCAL YEAR 2025-26 OPERATING AND CAPITAL BUDGET**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 25-54 (Attachment A) adopting the Fiscal Year 2025-26 operating and capital budgets for all funds; and,
2. Approve Resolution No. 25-55 (Attachment B) adopting the compensation plan, table of organization, salary matrix and job classifications for Fiscal Year 2025-26 and,
3. Approve Resolution No. 25-56 (Attachment C) establishing a Fiscal Year 2025-26 appropriations limit per Government Code Section 7190 (Gann Limit); and,
4. Approve necessary amendments to the Fiscal Year 2024-25 budget as outlined in Attachment F; and,
5. Take such additional, related action that may be desirable.

Director Solorza provided a presentation of the item. The presentation gave a final overview of the Fiscal Year 2025-26 Budget.

Mayor Pro Tem Tamayo highlighted new and existing projects that have contributed to the improvement of the City.

Councilmember Peralta asked whether a scholarship for residents to access recreational opportunities was included in the budget. Director Sosnowski confirmed that the funding is available through the CDBG program and that funds are still available. Councilmember Peralta also sought clarification on the City's financial structure, specifically regarding the emergency reserve funds. Director Solorza confirmed that those funds have not been used. Additionally, Councilmember Peralta inquired about the General Fund and asked Director Solorza to explain the deficit. He responded by discussing the bond proceeds, noting that funds are reimbursed as the related projects progress.

Mayor Melendez asked about the \$2 million difference in hotel figures since the last budget presentation, and whether the reported surplus is after bond payments and going to the General Fund. Director Solorza explained that rising costs such as wages, goods, and franchise fees are affecting hotel operations. Director Solorza also clarified that the total expenditure includes all costs associated with operating the hotels.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

11. ADOPT RESOLUTION NO. 25-50 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION WORKERS (SMART-TD)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-50 approving a Memorandum of Understanding (MOU) between the City of Montebello and the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD); and
2. Take such additional, related action that may be desirable.

Councilmember Peralta commended SMART-TD and expressed her support for the item.

Mayor Pro Tem Tamayo and Mayor Melendez both echoed Councilmember Peralta's remarks and voiced their full support.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

12. ADOPT RESOLUTION NO. 25-57 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO FIREFIGHTERS ASSOCIATION (MFA)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-57 approving a Memorandum of Understanding (MOU) between the City of Montebello and Montebello Firefighters Association (MFA); and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Romero, and Mayor Melendez expressed their support for the item.

Councilmember Peralta motioned, seconded by Councilmember Alonzo to approve the item; the motion passed unanimously.

13. ADOPT RESOLUTION NO. 25-58 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION (MFMA)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-58 approving a Memorandum of Understanding (MOU) between the City of Montebello and Montebello Fire Management Association (MFMA); and
2. Take such additional, related action that may be desirable.

Councilmember Peralta and Mayor Melendez expressed their support for the item.

Councilmember Alonzo motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

14. AUTHORIZATION TO APPROVE THE DELEGATED MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

RECOMMENDATION: It is recommended that the City Council:

1. Determine that the execution of the Delegated Maintenance Agreement shall be categorically exempt under the California Environmental Quality Act (CEQA), Section 15308 of Title 14 of the California Code of Regulations; and

2. Approve the Delegated Maintenance Agreement ("Agreement") between the City of Montebello and the State of California Department of Transportation ("Caltrans") which identifies specific mission-critical maintenance services to be performed on and around the State right of way within the City's jurisdictional limits; and \
3. Authorize the City Manager to execute the Agreement and related documents, including any amendments thereto, and to take any and all actions necessary to implement and administer the Agreement; and
4. Take such additional, related action that may be desirable.

Councilmember Peralta asked for confirmation of her understanding that the item would allow the City to access Caltrans property to help maintain and clean the landscaping. Director Roldan confirmed her understanding was correct. The City Manager added that, in addition to the shared maintenance agreement, the City can also offer homelessness resources to individuals encountered in Caltrans areas.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the item; the motion passed unanimously.

15. ADOPT CONSTRUCTION SPECIFICATIONS FOR THE BLUFF ROAD FENCE REPLACEMENT PROJECT (CP 884) AND APPROPRIATE FUNDING FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS & RECREATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt the 100% completed construction specifications for the Bluff Road Fence Replacement Project (CP 884); and
3. Accept and appropriate the State of California Department of Parks & Recreation funding in the amount of \$935,000 for the Rio Hondo Coastal Improvements project (SG-19-087); and
4. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$935,000 in Account No. 254-30-300-6040.10 (Rio Hondo Improve-State Parks, Public Works, Other Contract Services [expenditures]) and \$935,000 in Account No. 254-99-4198.27 (Rio Hondo Improve-State Parks, Misc Grants - Rio Hondo Improve-State Parks [revenue]); and,
5. Authorize staff to proceed with bid advertisement for construction; and
6. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Mayor Melendez, to approve the item; the motion passed unanimously.

16. ACCEPTANCE OF THE FISCAL YEAR 2023-24 SB 1 ANNUAL YEAR 1 STREET IMPROVEMENT PROJECT (CP 913) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Fiscal Year 2023-24 SB 1 Annual Year 1 Street Improvement Project (CP 913) as completed by Hardy & Harper, Inc.; and,
2. Approve the final contract amount with Hardy & Harper, Inc. for the construction of the project in the amount of \$2,550,047 including change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and,
5. Authorize the release of the retention payment of \$127,502 due to Hardy & Harper, 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.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

CONSENT CALENDAR

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

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, that Item No's. 17-38, be approved; the motion passed unanimously.

17. RECEIVE AND FILE THE FISCAL YEAR 2023-24 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

RECOMMENDATION: It is recommended that the City Council:

1. Recieve and file the Fiscal Year 2023-24 Annual Comprehensive Financial Report (ACFR); and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

18. ANNUAL APPROVAL OF CITY'S INVESTMENT POLICY FOR FISCAL YEAR 2025-26

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-49 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al; and,
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

19. ADOPT RESOLUTION NO. 25-40 AUTHORIZING THE CITY OF MONTEBELLO TO APPLY FOR FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDING UNDER THE LOW OR NO EMISSION GRANT PROGRAM AND THE GRANTS FOR BUSES AND BUS FACILITIES PROGRAM TO SUPPORT MONTEBELLO BUS LINES' ZERO-EMISSION BUS FACILITIES AND FLEET TRANSITION PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-40 authorizing the City of Montebello to apply for Federal Transit Administration (FTA) funding under (i) the Low or No Emission Grant Program (Low-No Program) and (ii) the Grants for Buses and Bus Facilities Program (Bus and Bus Facilities Program) [collectively, hereinafter the "Grants"], in the amount of \$18,653,940; and
2. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

20. APPROVE BLANKET PURCHASE ORDER WITH AFTERMARKET PARTS COMPANY LLC, AMERICAN MOVING PARTS LLC, CUMMINS CAL PACIFIC LLC, INLAND KENWORTH, INC., AND WAYNE HARMEIER, INC., FOR MAINTENANCE-RELATED BUS, FIRE APARATUS, AND VEHICLE FLEET PARTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve establishing a blanket purchase order (PO) with Aftermarket Parts Company LLC (Aftermarket Parts), for a total not-to-exceed amount of Two Hundred Thousand Dollars (\$250,000), to purchase maintenance-related bus parts for Fiscal Year 2025-26; and
2. Approve establishing a blanket PO with American Moving Parts LLC (American Moving Parts), for a total not-to-exceed amount of One Hundred and Forty Thousand Dollars (\$140,000), to purchase maintenance-related bus and fire apparatus parts for both Montebello Bus Lines (MBL) and the Montebello Fire Department (MFD) for FY 2025-26; and
3. Approve establishing a blanket PO with Cummins Cal Pacific LLC (Cummins Pacific), for a total not-to-exceed amount of One Hundred and Twenty Thousand Dollars (\$120,000), to purchase maintenance-related bus and fleet parts for both MBL and the MFD for FY 2025-26; and
4. Approve establishing a blanket PO with Inland Kenworth, Inc. (Inland Kenworth), for a total not-to-exceed amount of One Hundred Thousand Dollars (\$100,000), to purchase maintenance-related bus parts for FY 2025-26; and

5. Approve establishing a blanket PO with Wayne Harmeyer, Inc. (dba Wayne Electric Company), for a total not-to-exceed amount of Eighty Thousand Dollars (\$80,000), to purchase maintenance-related bus parts for FY 2025-26; and
6. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

21. APPROVE BLANKET PURCHASE ORDER WITH RUSH TRUCK CENTERS OF CALIFORNIA, INC. FOR MAINTENANCE-RELATED BUS AND VEHICLE FLEET PARTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve establishing a blanket purchase order (PO) with Rush Truck Centers of California, Inc. (Rush Trucks), for a total not-to-exceed amount of Eighty Thousand Dollars (\$80,000) to purchase maintenance-related bus and vehicle fleet parts for Fiscal Year 2025-26; and
2. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

22. APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 3894 WITH TRANSTRACK SYSTEMS, AND AMENDMENT NO. 2 TO AGREEMENT NO. 3978 WITH OPTIBUS, FOR TRANSIT ANALYSIS, SCHEDULING, AND REPORTING SOFTWARE SUPPORT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 5 to Agreement No. 3894 with Transtrack Systems, Inc. (Transtrack), for a one-year (1-year) term, for a total not-to-exceed amount of \$51,415, to extend end-user software licenses and support services for Federal Transit Administration (FTA) reporting; and
2. Approve Amendment No. 2 to Agreement No. 3978 with Optibus, Inc. (Optibus), for a two-year (2-year) term, for a total not-to-exceed amount of \$236,640, to extend end-user software licenses and support services for transit scheduling; and
3. Authorize the City Manager to execute the aforesaid amendments on behalf of the City of Montebello; and
4. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

23. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4180 WITH KIMLEY-HORN AND ASSOCIATES, INC. TO EXTEND THE COMPLETION DATE FOR BUS STOP IMPROVEMENT PROJECT CONSULTING SERVICES AND APPROVE ISSUING A BUS STOP INFRASTRUCTURE INSTALLATION AND RELATED CONSTRUCTION REQUEST FOR PROPOSALS (RFP)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4180 with Kimley-Horn and Associates, Inc. (Kimley-Horn & Assoc.), extending the agreement term by six (6) months from June 30, 2025, to December 31, 2025, for Bus Stop Improvement Project (BSIP) Consulting Services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 2 on behalf of the City of Montebello (City); and
3. Approve issuing a Bus Stop Infrastructure Installation and Related Construction Request for Proposals (RFP) in July 2025; and
4. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

24. ADOPT RESOLUTION NO. 25-46 APPROVING MONTEBELLO BUS LINES' (MBL) FISCAL YEARS 2025-26 AND 2026-27 FREE-FARE DAY PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-46 approving Montebello Bus Lines (MBL) Fiscal Years 2025-26 and 2026-27 Free-Fare Day Program; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

25. APPROVE ISSUING REQUEST FOR PROPOSALS NO. 25-12 FOR TEMPORARY HYDROGEN REFUELING STATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Request for Proposals No. 25-12 for Temporary Hydrogen Refueling Station (THRS) services; and
2. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

26. APPROVE ISSUING REQUEST FOR PROPOSALS NO. 25-14 FOR BUS TIRE LEASE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Bus Tire Lease Service Request for Proposals (RFP), No. 25-14; and
2. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

27. ADOPT RESOLUTION NO. 25-47 AUTHORIZING THE CITY TO APPLY TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND OBLIGATE FUNDING FOR THE PURCHASE OF THREE HYDROGEN FUEL CELL ELECTRIC BUSES AND NINE COMPRESSED NATURAL GAS BUSES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-47 authorizing the City to apply to the Federal Transit Administration (FTA) and obligate funding for the purchase of three (3) hydrogen fuel cell electric buses (FCEBs) and nine (9) compressed natural gas (CNG) buses; and
2. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

28. ADOPT SPECIFICATIONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED FIRE STATION 56 ROOF REPLACEMENT (CP 923) PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Approve Level of Environmental Review Determination via the National Environmental Policy Act (NEPA): Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements when the following conditions are met: (iii) In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and (B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial or from one industrial use to another; and
3. Adopt the 100% completed Specifications for the Construction of the Fire Station #56 Roof Replacement Project at 1166 S. Greenwood Avenue (Capital Project 923); and

4. Authorize staff to proceed with bid advertisement for construction; and
5. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

29. ADOPT CONSTRUCTION SPECIFICATIONS FOR THE RIO HONDO ACCESS IMPROVEMENT PROJECT SIGN (CP 924-2, PHASE II)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt the 100% completed construction specifications for CP 924-2 Rio Hondo Access Improvement Project Sign; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

30. AWARD AGREEMENT NO. 4327 TO A.O. REED & CO. FOR CITYWIDE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES (RFP NO. 25-10)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4327 to A.O. Reed & Co. for the provision of citywide HVAC preventative maintenance and repair services in accordance with RFP No. 25-10 for an initial three (3) year term, July 1, 2025 through June 30, 2028; and
2. Authorize the City Manager to execute the agreement for a not-to-exceed amount of \$847,684 for the initial three year term, which includes \$247,685 for preventative maintenance and up to \$600,000 for as-needed repairs (\$200,000 per year); and
3. Authorize a separate one-time encumbrance of \$175,000 for HVAC services for the Fire Station #56 Renovation Project (CP 923); and
4. Authorize the City Manager to execute the agreement and any future amendments to the agreement, including up to two one-year extensions; and
5. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

31. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4354 TO CRAFTCO TO PROVIDE SUPPLY AND DELIVERY OF ASPHALT REPAIR MATERIALS

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4354 to Craftco to provide Supply and Delivery of Asphalt Repair Materials for three (3) year term, with two (2) one-year extension options, for a not-to-exceed annual amount of \$80,000 (\$240,000 total over the initial three-year term); and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

32. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4353 TO HI-WAY SAFETY, INC. TO PROVIDE SIGNAGE AND TRAFFIC CONTROL SUPPLIES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4353 to Hi-Way Safety Inc. to provide Signage and Traffic Control supplies for a three (3) year term, with two (2) one-year extension options, for a not-to-exceed annual amount of \$200,000 (\$600,000 total over the initial three-year term); and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

33. 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.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

34. APPROVE SOFTWARE SERVICES AGREEMENT NO. 4212 WITH PLACER LABS, INC. TO PROVIDE ECONOMIC DEVELOPMENT ANALYSIS, CONSUMER VISITATION REPORTS, AND PROJECT IMPLEMENTATION STRATEGIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Software Services Agreement No. 4212 with Placer Labs, Inc. to provide economic development analysis, consumer visitation reports, and project implementation strategies for a total, two-year not-to-exceed amount of \$62,000 and a one-year extension option; and
2. Authorize the City Manager to execute Software Services Agreement No. 4212 with Placer Labs, Inc. on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

35. ADOPTION OF FIRE HAZARD SEVERITY ZONES (FHSZ) PURSUANT TO GOVERNMENT CODE SECTION 51178 AND THE CALIFORNIA FIRE CODE

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a second reading by title only; and
2. Adopt Ordinance No. 2480 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DESIGNATING FIRE HAZARD SEVERITY ZONES," which adopts the updated Local Responsibility Area (LRA) Fire Hazard Severity Zone maps prepared by the California Department of Forestry and Fire Protection (CAL FIRE); and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

36. ADOPT RESOLUTION NO. 25-48 AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-48 authorizing the submission of an application for the Land and Water Conservation Fund Grant Program; and

2. Authorize the City Manager to delegate the authority to the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably-necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

37. APPROVAL OF MINUTES: MAY 14, 2025, CITY COUNCIL MEETING; MAY 28, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

38. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-45 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 25, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-45 approving the Warrant Register dated June 25, 2025.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Mayor Pro Tem Tamayo reported that she attended an educational tour with Central Basin Municipal District.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

Mayor Melendez a

- **Georgina Tamayo, Mayor Pro Tem**

- **Scarlet Peralta, Councilmember**

1. Obtain Council consensus to formally request that the City host 'Know Your Rights' workshops and mental health community sessions in collaboration with organizations that specialize in these services.
2. Adoption of a Montebello Contingency Plan: ICE Raids

Councilmember Peralta addressed her orals during the Special Meeting.

- **Ric Alonzo, Councilmember**

- **Danielle Romero, Councilmember**

1. Request to address ongoing issue of oversized vehicles on residential streets, which continues despite posted signage.

Councilmember Romero asked about alternative actions that could be implemented to address ongoing issues with oversized vehicles. City Manager Alvarez responded that he would follow up with staff and the Traffic and Safety Commission, noting that a previous solution had been attempted but was not effective. Councilmember Peralta suggested that the Police Department could potentially assist with enforcement.

- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on August 13, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, June 22, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez wished Phil Ramos a happy birthday and adjourned the meeting in memory of Arik Pulation and Armando "Mando" Perez. The meeting was adjourned at 10:25 p.m.

THE MINUTES OF JUNE 25, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 13TH DAY OF AUGUST 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:** _____

MEETING DATE: 06-25-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** [REDACTED]
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 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:** Misc.

MEETING DATE: 6/25 **TIME RECEIVED:** 6:15 pm

SPEAKER'S FULL NAME: Risilla Gonzalez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No. 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:** Miscellaneous

MEETING DATE: June 25, 2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Victoria A. Castro **PHONE:** [REDACTED] (Optional)

ADDRESS: [REDACTED] (Optional)

ORGANIZATION REPRESENTED: N/A

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No. 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:** Miscellaneous

MEETING DATE: 10/25/2025 **TIME RECEIVED:** 6:13pm

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** [REDACTED]

ADDRESS: [REDACTED]

ORGANIZATION REPRESENTED: N/A (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No. 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: ICE + Montebello's response

MEETING DATE: 6/25/25

TIME RECEIVED: 6:17 P

SPEAKER'S FULL NAME: Amy Tannerbaum

PHONE: 8

(Optional)

ADDRESS: [REDACTED]

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 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:** gentangly in montebello

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: LEHAN PROTERO **PHONE:** _____

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No. 87



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 6/25/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Joelle Valdez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 98



SPEAKER CARD

Please Note:

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

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

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 6/25/25 TIME RECEIVED: _____

SPEAKER'S FULL NAME: RAUL 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. 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: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Padiliso **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Comment of Robt. Alongo (Optional)

NOTES: Under the poster

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 6/25/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: Self

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Jonda Nickles **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640 (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 6/25/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: James Santana **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

Absent

CITY OF MONTEBELLO

Request No.

13



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

General Public Comment

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Yvette Fimbres

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 11

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 6/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: CECILIA LOPEZ

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: SMART-TD

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



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

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 12

Opposed ☐

In Support ☐

Neutral ☒

TOPIC:

3821 Contract

MEETING DATE:

6/25/25

TIME RECEIVED:

1825

SPEAKER'S FULL NAME:

Hermes Carbajal

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. 12

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

MEETING DATE: 6/25/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ZACHARY HUMBER **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

ABSENT

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 ☐ to speak orally **AGENDA ITEM NO.** _____

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

MEETING DATE: _____ **TIME RECEIVED:** _____

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

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

June 25, 2025

Mayor Salvador Melendez since the meeting on April 23, 2025, was cancelled I request you repay to the City of Montebello, the amount of \$516.00

Commissioners for the City of Montebello are not paid for any meetings they do not attend or are cancelled.

Also, since the City's financial state is in decline I request no payments be made to any member on the Council. I ask you make a motion to cancel the stipends in the amount of \$1032.00 not be paid for the month of July 2025 to all members on the city council.

Thank you,

Linda Nicklas

Co-Founder MATCH 90640

June 25, 2025

Mayor Pro-Tem Tamayo since the meeting on April 23, 2025, was cancelled I request you repay to the City of Montebello, the amount of \$516.00

Commissioners for the City of Montebello are not paid for any meetings they do not attend or are cancelled.

Also, since the City's financial state is in decline I request no payments be made to any member on the Council. I ask you make a motion to cancel the stipends in the amount of \$1032.00 not be paid for the month of July 2025 to all members on the city council.

Thank you,

Linda Nicklas

Co-Founder MATCH 90640

June 25, 2025

Ric Alonzo since the meeting on April 23, 2025, was cancelled I request you repay to the City of Montebello, the amount of \$516.00

Commissioners for the City of Montebello are not paid for any meetings they do not attend or are cancelled.

Also, since the City's financial state is in decline I request no payments be made to any member on the Council. I ask you make a motion to cancel the stipends in the amount of \$1032.00 not be paid for the month of July 2025 to all members on the city council.

Thank you,

Linda Nicklas

Co-Founder MATCH 90640

June 25, 2025

Danielle Romero since the meeting on April 23, 2025, was cancelled I request you repay to the City of Montebello, the amount of \$516.00

Commissioners for the City of Montebello are not paid for any meetings they do not attend or are cancelled.

Also, since the City's financial state is in decline I request no payments be made to any member on the Council. I ask you make a motion to cancel the stipends in the amount of \$1032.00 not be paid for the month of July 2025 to all members on the city council.

Thank you,

Linda Nicklas

Co-Founder MATCH 90640

June 25, 2025

Council member Peralta since the meeting on April 9th, 2025 you were absent and meeting on 23rd, 2025, was cancelled I request you repay to the City of Montebello, the amount of \$1032.00.

Commissioners for the City of Montebello are not paid for any meetings they do not attend or are cancelled.

Also, since the City's financial state is in decline I request no payments be made to any member on the Council. I ask you make a motion to cancel the stipends in the amount of \$1032.00 not be paid for the month of July 2025 to all members on the city council.

Thank you,

Linda Nicklas

Co-Founder MATCH 90640

June 25, 2025

Good evening, wow after seeing the last meetings regarding the city budget and the financial state we are in. I prepared bills for each of the members on the council.

Our city Commissioner do not get pay if they do not attend or if a meeting is cancelled. It should be the same for you the council members.

I also heard you voted to give the City Manager Alvarez a raise in pay. Would someone explain why he deserved that raise?

Everyone is happy they got raises which is good, but it's like taking the kids to Disneyland with the rent money. Then the first of the month comes you need to pay the rent, and there's no money.

How can the city be \$15 million dollars in the red, when former Mayor Cobos Cawthorne and City Manager Bobadilla left there were \$33 million dollars in reserve, What the Hell happened?? We have the sales taxes from the Tesla dealership and the multimillion dollar homes property taxes being paid. Stop wasting our taxpayer money, I will be calling the State Auditor to come stop the corruption, MATCH 90640 did it in May 2018 and we will do it again. this is our city and will not allow corruption to ruin it.

Two years ago, Former City Manager Rene Bobadilla was given a onetime bonus of \$10,000.00. He earned that bonus saving the city \$22 million dollars in interest fees, by refinancing bonds. Plus, City Manager Bobadilla was responsible for Grant money saving our general fund thousands of dollars. If Mr. Bobadilla was the city manager, he would have acquired grant money for the dog park. I can guarantee you it would not have cost \$750,000.00 for dirt, from our general fund aka our bank account.

I believe District Attorney Hochman should investigate Montebello's dirt dog park, seems like Huntington Park's dirty pond. Someone got paid under the table, there is no way in hell that dirt park cost \$750,000.00.

Scarlet, do you know Al Capone did not go to prison because of being a gangster, he was charged with tax evasion. So, when you go to the IRS for your audit remember if you lie or try to deceive any money you've received from bribes, that's Tax evasion and you could go to Federal prison. Trust me the IRS has been monitoring your bank accounts and where money has been spent, new car and your Condo payments when you had no job, other than the stipends from serving on council. Your phony LLC and non-profit are the red flags, the IRS know that's what morons try

and use to hide dirty illegal money. Also, the IRS will turn over information to the FBI because they work in tandem.

When I come to speak, like others that have form community groups we are the voices of residents remember that.



ITEM # 37

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-63 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED AUGUST 13, 2025**

RESOLUTION NO 25-63
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.1596, consisting of 8 pages, and including:

Warrant No.

General: Check No. 607392 through 608069

ACH No. 8658 through 9073

Successor Agency: Check No. 1535 through 1535

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 13th OF AUGUST 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-63

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. 25-63 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of August 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. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8658	06/12/2025	\$538.39	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8659	06/12/2025	\$325.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8660	06/12/2025	\$250.00	CONTRACT SERVICES	3163	BANK OF AMERICA
8661	06/12/2025	\$4,223.43	TRAINING	3163	BANK OF AMERICA
8662	06/12/2025	\$6,581.27	TRAINING	3163	BANK OF AMERICA
8663	06/12/2025	\$135.19	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8664	06/12/2025	\$124.63	SUPPLIES	3163	BANK OF AMERICA
8665	06/12/2025	\$6,285.09	TRAINING	3163	BANK OF AMERICA
8666	06/12/2025	\$7,257.16	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8667	06/12/2025	\$2,465.77	SUPPLIES	3163	BANK OF AMERICA
8668	06/12/2025	\$1,077.35	SUPPLIES	3163	BANK OF AMERICA
8669	06/12/2025	\$36.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8670	06/12/2025	\$5,031.46	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8671	06/12/2025	\$472.38	SUPPLIES	3163	BANK OF AMERICA
8672	06/12/2025	\$528.80	SUPPLIES	3163	BANK OF AMERICA
8673	06/12/2025	\$75.03	SUPPLIES	3163	BANK OF AMERICA
8674	06/12/2025	\$47.40	SUPPLIES	3163	BANK OF AMERICA
8675	06/12/2025	\$282.00	TRAINING	3163	BANK OF AMERICA
8676	06/12/2025	\$323.78	SUPPLIES	3163	BANK OF AMERICA
8677	06/12/2025	\$407.06	SUPPLIES	3163	BANK OF AMERICA
8678	06/12/2025	\$4,854.43	SUPPLIES	3163	BANK OF AMERICA
8679	06/12/2025	\$6,171.02	TRAINING	3163	BANK OF AMERICA
8680	06/12/2025	\$9,291.00	TRAINING	3163	BANK OF AMERICA
8681	06/12/2025	\$1,493.33	SUPPLIES	3163	BANK OF AMERICA
8682	06/12/2025	\$2,650.36	SUPPLIES	3163	BANK OF AMERICA
8683	06/12/2025	\$273.80	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8684	06/12/2025	\$987.51	RETIREMENT	58990	VISION SERVICE PLAN
8685	06/12/2025	\$2,749.11	FRINGE BENEFITS	58990	VISION SERVICE PLAN
8686	06/12/2025	\$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8687	06/12/2025	\$1,480.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
8688	06/12/2025	\$459,249.06	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8689	06/12/2025	\$8,191.17	PENSION/RETIREMENT PAYABLE	17	CAL PERS



City of Montebello
Register of Demands No. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8690	06/12/2025	\$454,470.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8691	06/12/2025	\$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
8692	06/12/2025	\$13,157.95	CONTRACT SERVICES	4773	A&D SIGNS CORP
8693	06/12/2025	\$82.00	CONTRACT SERVICES	67210	AIR SOURCE INDUSTRIES INC
8694	06/12/2025	\$906.10	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
8695	06/12/2025	\$17,021.15	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8696	06/12/2025	\$3,176.01	SUPPLIES	62880	AMERICAN MARKER
8697	06/12/2025	\$4,712.90	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8698	06/12/2025	\$1,412.85	CONTRACT SERVICES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS
8699	06/12/2025	\$19,984.88	SUPPLIES	3784	CPACINC.COM
8700	06/12/2025	\$36,282.62	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
8701	06/12/2025	\$40.80	SUPPLIES	3706	ALEX GILLMAN
8702	06/12/2025	\$206.33	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
8703	06/12/2025	\$132.87	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8704	06/12/2025	\$5,185.73	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
8705	06/12/2025	\$74,385.00	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
8706	06/12/2025	\$16,702.64	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
8707	06/12/2025	\$1,725.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
8708	06/12/2025	\$8,250.00	CONTRACT SERVICES	4931	LINCOLN CONCEPTS
8709	06/12/2025	\$238.00	TRAVEL & MEETINGS	4789	CESAR LOPEZ
8710	06/12/2025	\$46,986.78	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	3489	MARK THOMAS & COMPANY INC
8711	06/12/2025	\$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
8712	06/12/2025	\$1,615.68	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
8713	06/12/2025	\$2,352.20	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
8714	06/12/2025	\$92,505.60	CONTRACT SERVICES	42180	PCAM LLC DBA PARKING COMPANY OF AMERICA
8715	06/12/2025	\$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
8716	06/12/2025	\$16,229.91	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
8717	06/12/2025	\$82.32	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8718	06/12/2025	\$198.03	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
8719	06/12/2025	\$41,666.66	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
8720	06/12/2025	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
8721	06/12/2025	\$313.40	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
8722	06/12/2025	\$1,166.04	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8723	06/12/2025	\$250.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES



City of Montebello
Register of Demands No. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8724	06/12/2025	\$749.19	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
8725	06/03/2025	\$463,227.06	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8726	06/12/2025	\$460,058.59	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8727	06/12/2025	\$884.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8728	06/12/2025	\$368.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8729	06/18/2025	\$152,550.16	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
8730	06/18/2025	\$924.40	CONTRACT SERVICES	67210	AIR SOURCE INDUSTRIES INC
8731	06/18/2025	\$59.70	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8732	06/18/2025	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
8733	06/18/2025	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
8734	06/18/2025	\$389,426.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
8735	06/18/2025	\$40.00	CARPOOL INCENTIVE	4827	RIJUL BHASKAR
8736	06/18/2025	\$1,829.53	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
8737	06/18/2025	\$839.80	VEHICLE MAINTENANCE/EXPENSES	29460	COMPLETE COACH WORKS
8738	06/18/2025	\$41,167.72	RETIREMENT	4110	DELTA DENTAL OF CALIFORNIA
8739	06/18/2025	\$40.00	CARPOOL INCENTIVE	4159	ROBERT FIERRO
8740	06/18/2025	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
8741	06/18/2025	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
8742	06/18/2025	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
8743	06/18/2025	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
8744	06/18/2025	\$120.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
8745	06/18/2025	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
8746	06/18/2025	\$40.00	CARPOOL INCENTIVE	4789	CESAR LOPEZ
8747	06/18/2025	\$40.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
8748	06/18/2025	\$93,678.79	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8749	06/18/2025	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
8750	06/18/2025	\$20.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
8751	06/18/2025	\$2,625.40	SUPPLIES	1120	BLUETRITON BRANDS INC
8752	06/18/2025	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
8753	06/18/2025	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
8754	06/18/2025	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
8755	06/18/2025	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
8756	06/18/2025	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
8757	06/18/2025	\$548.05	CONTRACT SERVICES	3140	WEX HEALTH INC



City of Montebello
Register of Demands No. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8758	06/26/2025	\$11,513.20	CONTRACT SERVICES	4773	A&D SIGNS CORP
8759	06/26/2025	\$350.00	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
8760	06/26/2025	\$3,870.93	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
8761	06/26/2025	\$3,038.88	MISCELLANEOUS EXPENSE	2586	AMAZON CAPITAL SERVICES INC
8762	06/26/2025	\$3,156.38	SUPPLIES	62880	AMERICAN MARKER
8763	06/26/2025	\$63,815.85	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8764	06/26/2025	\$2,487.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
8765	06/26/2025	\$2,055.30	SUPPLIES	4617	CDCE INC
8766	06/26/2025	\$3,494.01	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8767	06/26/2025	\$1,092.49	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
8768	06/26/2025	\$25,600.00	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
8769	06/26/2025	\$4,470.40	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8770	06/26/2025	\$92.11	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
8771	06/26/2025	\$3,213.72	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
8772	06/26/2025	\$27,412.14	CONTRACT SERVICES	371	FLO-SERVICES INC
8773	06/26/2025	\$248.00	EDUCATION REIMBURSEMENT	3123	NEIRA YESSIE GRANADOS
8774	06/26/2025	\$600.00	CONTRACT SERVICES	405	GREGORY C REUEL DBA GCR MARKETING NETWORK
8775	06/26/2025	\$236,462.84	CONTRACT SERVICES	24820	HARDY & HARPER INC
8776	06/26/2025	\$930.00	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
8777	06/26/2025	\$10,260.11	SUPPLIES	26670	LIFE-ASSIST INC
8778	06/26/2025	\$5,176.49	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
8779	06/26/2025	\$48,643.92	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8780	06/26/2025	\$71,694.45	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
8781	06/26/2025	\$215.00	TRAVEL & MEETINGS	3291	JOSEPH PALOMBI
8782	06/26/2025	\$2,394.75	CONTRACT SERVICES	3147	PMC PLUMBING INC
8783	06/26/2025	\$3,044.25	CONTRACT SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
8784	06/26/2025	\$748.03	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8785	06/26/2025	\$38,438.96	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
8786	06/26/2025	\$4,017.78	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8787	07/03/2025	\$195.07	SUPPLIES	3163	BANK OF AMERICA
8788	07/03/2025	\$1,253.00	SUPPLIES	3163	BANK OF AMERICA
8789	07/03/2025	\$423.28	SUPPLIES	3163	BANK OF AMERICA
8790	07/03/2025	\$79.63	SUPPLIES	3163	BANK OF AMERICA
8791	07/03/2025	\$1,337.49	TRAINING	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8792	07/03/2025	\$1,520.00	TRAINING	3163	BANK OF AMERICA
8793	07/03/2025	\$4,706.97	TRAINING	3163	BANK OF AMERICA
8794	07/03/2025	\$820.74	TRAINING	3163	BANK OF AMERICA
8795	07/03/2025	\$4,975.24	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8796	07/03/2025	\$5,168.90	SUPPLIES	3163	BANK OF AMERICA
8797	07/03/2025	\$165.20	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8798	07/03/2025	\$297.21	SUPPLIES	3163	BANK OF AMERICA
8799	07/03/2025	\$3,196.42	TRAINING	3163	BANK OF AMERICA
8800	07/03/2025	\$1,365.97	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8801	07/03/2025	\$922.85	TRAINING	3163	BANK OF AMERICA
8802	07/03/2025	\$1,032.08	SUPPLIES	3163	BANK OF AMERICA
8803	07/03/2025	\$152.04	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8804	07/03/2025	\$1,173.63	SUPPLIES	3163	BANK OF AMERICA
8805	07/03/2025	\$488.91	SUPPLIES	3163	BANK OF AMERICA
8806	07/03/2025	\$4,255.64	TRAINING	3163	BANK OF AMERICA
8807	07/03/2025	\$203.52	SUPPLIES	3163	BANK OF AMERICA
8808	07/03/2025	\$684.00	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8809	07/03/2025	\$3,442.00	SUPPLIES	3163	BANK OF AMERICA
8810	07/03/2025	\$83.90	SUPPLIES	3163	BANK OF AMERICA
8811	07/03/2025	\$608,768.31	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
8812	07/03/2025	\$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8813	07/03/2025	\$372.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8814	07/03/2025	\$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
8815	07/03/2025	\$11,889.56	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
8816	07/03/2025	\$981.53	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
8817	07/03/2025	\$3,036.43	SUPPLIES	62880	AMERICAN MARKER
8818	07/03/2025	\$540.00	CONTRACT SERVICES	2365	LETICIA TORRES
8819	07/03/2025	\$67,533.56	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8820	07/03/2025	\$355.81	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8821	07/03/2025	\$965.23	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
8822	07/03/2025	\$696.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ DBA RAPID LEGAL CENTER
8823	07/03/2025	\$14,946.91	UTILITY SERVICES	2654	GOLDEN STAR TECHNOLOGY INC
8824	07/03/2025	\$747.00	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD INC
8825	07/03/2025	\$822.99	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE



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8826	07/03/2025	\$61.13	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8827	07/03/2025	\$930.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
8828	07/03/2025	\$5,838.80	SUPPLIES	26670	LIFE-ASSIST INC
8829	07/03/2025	\$83,614.72	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
8830	07/03/2025	\$7,115.40	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8831	07/03/2025	\$4,095.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
8832	07/03/2025	\$1,972.72	CONTRACT SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
8833	07/03/2025	\$166.56	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8834	07/03/2025	\$2,286.00	SUPPLIES	3110	TOMAS ALVARADO
8835	07/03/2025	\$1,450.86	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8836	07/03/2025	\$560.00	ADVERTISING/PRINTING SERVICES	328	WRITER ANNE COMMUNICATIONS
8837	07/10/2025	\$495.08	SUPPLIES	3163	BANK OF AMERICA
8838	07/10/2025	\$437.33	SUPPLIES	3163	BANK OF AMERICA
8839	07/10/2025	\$4,104.87	SUPPLIES	3163	BANK OF AMERICA
8840	07/10/2025	\$317.42	TRAINING	3163	BANK OF AMERICA
8841	07/10/2025	\$944.09	SUPPLIES	3163	BANK OF AMERICA
8842	07/10/2025	\$2,705.22	TRAINING	3163	BANK OF AMERICA
8843	07/10/2025	\$2,398.20	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8844	07/10/2025	\$2,254.05	SUPPLIES	3163	BANK OF AMERICA
8845	07/10/2025	\$362.13	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8846	07/10/2025	\$17,546.61	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8847	07/10/2025	\$1,195.86	SUPPLIES	3163	BANK OF AMERICA
8848	07/10/2025	\$1,480.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
8849	07/10/2025	\$888.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8850	07/10/2025	\$3,177.70	FRINGE BENEFITS	58990	VISION SERVICE PLAN
8851	07/10/2025	\$2,088.97	RETIREMENT	58990	VISION SERVICE PLAN
8852	07/10/2025	\$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8853	07/10/2025	\$462,495.12	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8854	07/10/2025	\$11,120.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
8855	07/10/2025	\$20,280.21	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8856	07/10/2025	\$28,571.45	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
8857	07/10/2025	\$1,153.62	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8858	07/10/2025	\$7,888.87	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8859	07/10/2025	\$513.85	CONTRACT SERVICES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS



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8860	07/10/2025	\$28,381.58	SUPPLIES	3784	CPACINC.COM
8861	07/10/2025	\$1,803.48	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
8862	07/10/2025	\$36,736.02	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
8863	07/10/2025	\$2,560.42	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
8864	07/10/2025	\$1,073.06	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8865	07/10/2025	\$18,806.68	CONTRACT SERVICES	2793	IBE DIGITAL
8866	07/10/2025	\$2,294.00	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8867	07/10/2025	\$1,725.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
8868	07/10/2025	\$16,500.00	CONTRACT SERVICES	4931	LINCOLN CONCEPTS
8869	07/10/2025	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
8870	07/10/2025	\$540.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
8871	07/10/2025	\$450.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
8872	07/10/2025	\$17,518.43	CONTRACT SERVICES	3147	PMC PLUMBING INC
8873	07/10/2025	\$48.60	SUPPLIES	1120	BLUETRITON BRANDS INC
8874	07/10/2025	\$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
8875	07/10/2025	\$1,549.38	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8876	07/10/2025	\$287.69	SUPPLIES	3110	TOMAS ALVARADO
8877	07/10/2025	\$20,833.33	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
8878	07/10/2025	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
8879	07/10/2025	\$38,438.96	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
8880	07/10/2025	\$1,679.85	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8881	07/10/2025	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
8882	07/10/2025	\$446.00	CONTRACT SERVICES	5005	CLARISSA CERDA
8883	07/17/2025	\$1,490.30	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8884	07/17/2025	\$148.30	SUPPLIES	3163	BANK OF AMERICA
8885	07/17/2025	\$6,410.99	SUPPLIES	3163	BANK OF AMERICA
8886	07/17/2025	\$888.42	TRAINING	3163	BANK OF AMERICA
8887	07/17/2025	\$600.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8888	07/17/2025	\$92.00	SUPPLIES	3163	BANK OF AMERICA
8889	07/17/2025	\$3,507.01	SUPPLIES	3163	BANK OF AMERICA
8890	07/17/2025	\$59.21	SUPPLIES	3163	BANK OF AMERICA
8891	07/17/2025	\$3,753.11	SUPPLIES	3163	BANK OF AMERICA
8892	07/17/2025	\$1,846.17	SUPPLIES	3163	BANK OF AMERICA
8893	07/17/2025	\$1,032.85	SUPPLIES	3163	BANK OF AMERICA



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8894	07/17/2025	\$697.23	SUPPLIES	3163	BANK OF AMERICA
8895	07/17/2025	\$350.73	SUPPLIES	3163	BANK OF AMERICA
8896	07/17/2025	\$232.63	SUPPLIES	3163	BANK OF AMERICA
8897	07/17/2025	\$792.22	SUPPLIES	3163	BANK OF AMERICA
8898	07/17/2025	\$49.80	SUPPLIES	3163	BANK OF AMERICA
8899	07/17/2025	\$125.64	SUPPLIES	3163	BANK OF AMERICA
8900	07/17/2025	\$158.07	SUPPLIES	3163	BANK OF AMERICA
8901	07/17/2025	\$21.04	SUPPLIES	3163	BANK OF AMERICA
8902	07/17/2025	\$535.50	TRAINING	3163	BANK OF AMERICA
8903	07/17/2025	\$1,779.90	SUPPLIES	3163	BANK OF AMERICA
8904	07/17/2025	\$131.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8905	07/17/2025	\$583.88	SUPPLIES	3163	BANK OF AMERICA
8906	07/17/2025	\$709.18	SUPPLIES	3163	BANK OF AMERICA
8907	07/17/2025	\$672.58	SUPPLIES	3163	BANK OF AMERICA
8908	07/17/2025	\$214.79	SUPPLIES	3163	BANK OF AMERICA
8909	07/17/2025	\$9,255.36	TRAINING	3163	BANK OF AMERICA
8910	07/17/2025	\$530.91	SUPPLIES	3163	BANK OF AMERICA
8911	07/17/2025	\$144.81	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
8912	07/17/2025	\$3,625.13	TRAINING	3163	BANK OF AMERICA
8913	07/17/2025	\$274.61	SUPPLIES	3163	BANK OF AMERICA
8914	07/17/2025	\$89.31	TRAINING	3163	BANK OF AMERICA
8915	07/17/2025	\$2,654.32	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8916	07/17/2025	\$31,190.25	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8917	07/17/2025	\$2,272.73	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8918	07/17/2025	\$955.77	SUPPLIES	62880	AMERICAN MARKER
8919	07/17/2025	\$420.00	CONTRACT SERVICES	2365	LETICIA TORRES
8920	07/17/2025	\$574.75	CONTRACT SERVICES	4898	LEROY BATES DBA GOLF JUNKYZ LLC
8921	07/17/2025	\$2,487.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
8922	07/17/2025	\$1,391.37	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8923	07/17/2025	\$385.19	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
8924	07/17/2025	\$339.85	TRAINING	54160	MONIQUE DELLIBOVI
8925	07/17/2025	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
8926	07/17/2025	\$43,990.50	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
8927	07/17/2025	\$339.45	VEHICLE MAINTENANCE/EXPENSES	1822	JOHNSON EQUIPMENT COMPANY



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8928	07/17/2025	\$425.42	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8929	07/17/2025	\$15,910.00	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	4830	LADAYU CONSULTING GROUP
8930	07/17/2025	\$15,750.00	CONTRACT SERVICES	15070	LEXIPOL LLC
8931	07/17/2025	\$3,326.33	SUPPLIES	26670	LIFE-ASSIST INC
8932	07/17/2025	\$418.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
8933	07/17/2025	\$10,221.75	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
8934	07/17/2025	\$259.00	TRAINING	2287	STACEY SMITH
8935	07/17/2025	\$30,520.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
8936	07/17/2025	\$36,545.07	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	5014	TORO ENTERPRISES INC.
8937	07/17/2025	\$1,607.81	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
8938	07/24/2025	\$65.13	FUEL	3163	BANK OF AMERICA
8939	07/24/2025	\$3,427.75	SUPPLIES	3163	BANK OF AMERICA
8940	07/24/2025	\$1,883.79	SUPPLIES	3163	BANK OF AMERICA
8941	07/24/2025	\$3,783.58	SUPPLIES	3163	BANK OF AMERICA
8942	07/24/2025	\$1,562.50	SUPPLIES	3163	BANK OF AMERICA
8943	07/24/2025	\$9,922.24	SUPPLIES	3163	BANK OF AMERICA
8944	07/24/2025	\$4,580.53	SUPPLIES	3163	BANK OF AMERICA
8945	07/24/2025	\$6,666.26	SUPPLIES	3163	BANK OF AMERICA
8946	07/24/2025	\$2,771.94	SUPPLIES	3163	BANK OF AMERICA
8947	07/24/2025	\$4,639.41	SUPPLIES	3163	BANK OF AMERICA
8948	07/24/2025	\$1,426.12	SUPPLIES	3163	BANK OF AMERICA
8949	07/24/2025	\$2,878.38	SUPPLIES	3163	BANK OF AMERICA
8950	07/24/2025	\$119.89	SUPPLIES	3163	BANK OF AMERICA
8951	07/24/2025	\$1,482.95	SUPPLIES	3163	BANK OF AMERICA
8952	07/24/2025	\$607.18	SUPPLIES	3163	BANK OF AMERICA
8953	07/24/2025	\$506.98	SUPPLIES	3163	BANK OF AMERICA
8954	07/24/2025	\$2,796.55	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8955	07/24/2025	\$216.03	SUPPLIES	3163	BANK OF AMERICA
8956	07/24/2025	\$153.06	SUPPLIES	3163	BANK OF AMERICA
8957	07/24/2025	\$1,877.75	SUPPLIES	3163	BANK OF AMERICA
8958	07/24/2025	\$294.63	SUPPLIES	3163	BANK OF AMERICA
8959	07/24/2025	\$485.61	SUPPLIES	3163	BANK OF AMERICA
8960	07/24/2025	\$4,159.75	SUPPLIES	3163	BANK OF AMERICA
8961	07/24/2025	\$4,982.29	TRAINING	3163	BANK OF AMERICA



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8962	07/24/2025	\$4,648.04	TRAINING	3163	BANK OF AMERICA
8963	07/24/2025	\$688.39	TRAINING	3163	BANK OF AMERICA
8964	07/24/2025	\$972.00	SUPPLIES	3163	BANK OF AMERICA
8965	07/24/2025	\$198.03	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8966	07/24/2025	\$63.00	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8967	07/24/2025	\$24,624.61	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
8968	07/24/2025	\$6,850.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
8969	07/24/2025	\$5,285.80	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
8970	07/24/2025	\$2,333.70	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8971	07/24/2025	\$3,104.88	SUPPLIES	62880	AMERICAN MARKER
8972	07/24/2025	\$137,927.71	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8973	07/24/2025	\$145.86	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8974	07/24/2025	\$245,793.14	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
8975	07/24/2025	\$44.45	TRAVEL & MEETINGS	4875	MONICA BROWN
8976	07/24/2025	\$2,236.50	MACHINERY & EQUIPMENTS	4617	CDCE INC
8977	07/24/2025	\$49,533.70	UTILITY SERVICES	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
8978	07/24/2025	\$273,538.70	VEHICLE PURCHASES	45170	MONTEBELLO AUTO GROUP LLC
8979	07/24/2025	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
8980	07/24/2025	\$4,540.80	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8981	07/24/2025	\$440.00	TRAVEL & MEETINGS	4159	ROBERT FIERRO
8982	07/24/2025	\$14,148.88	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
8983	07/24/2025	\$11,690.20	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8984	07/24/2025	\$44,002.00	CONTRACT SERVICES	15070	LEXIPOL LLC
8985	07/24/2025	\$20,907.24	SUPPLIES	26670	LIFE-ASSIST INC
8986	07/24/2025	\$70.00	TRAVEL & MEETINGS	4789	CESAR LOPEZ
8987	07/24/2025	\$16,505.40	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
8988	07/24/2025	\$1,127.10	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
8989	07/24/2025	\$55,759.32	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8990	07/24/2025	\$534.81	SUPPLIES	1120	BLUETRITON BRANDS INC
8991	07/24/2025	\$5,419.89	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
8992	07/24/2025	\$47.52	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8993	07/24/2025	\$0.00	CONTRACT SERVICES	5012	JAMES ANTHONY BYNDON DBA JABB PRO INC.
8994	07/31/2025	\$1,360.42	SUPPLIES	3163	BANK OF AMERICA
8995	07/31/2025	\$2,082.26	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA



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8996	07/31/2025	\$4,212.87	SUPPLIES	3163	BANK OF AMERICA
8997	07/31/2025	\$888.70	TRAINING	3163	BANK OF AMERICA
8998	07/31/2025	\$976.07	SUPPLIES	3163	BANK OF AMERICA
8999	07/31/2025	\$3,177.59	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
9000	07/31/2025	\$203.27	SUPPLIES	3163	BANK OF AMERICA
9001	07/31/2025	\$1,099.84	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
9002	07/31/2025	\$3,369.95	SUPPLIES	3163	BANK OF AMERICA
9003	07/31/2025	\$6,035.18	TRAINING	3163	BANK OF AMERICA
9004	07/31/2025	\$3,385.10	SUPPLIES	3163	BANK OF AMERICA
9005	07/31/2025	\$2,181.73	SUPPLIES	3163	BANK OF AMERICA
9006	07/31/2025	\$3,428.72	TRAINING	3163	BANK OF AMERICA
9007	07/31/2025	\$528.53	SUPPLIES	3163	BANK OF AMERICA
9008	07/31/2025	\$1,569.64	TRAINING	3163	BANK OF AMERICA
9009	07/31/2025	\$2,114.98	SUPPLIES	3163	BANK OF AMERICA
9010	07/31/2025	\$3,218.72	SUPPLIES	3163	BANK OF AMERICA
9011	07/31/2025	\$4,596.21	TRAVEL & MEETINGS	3163	BANK OF AMERICA
9012	07/31/2025	\$770.08	SUPPLIES	3163	BANK OF AMERICA
9013	07/31/2025	\$3,532.03	TRAVEL & MEETINGS	3163	BANK OF AMERICA
9014	07/31/2025	\$1,856.36	SUPPLIES	3163	BANK OF AMERICA
9015	07/31/2025	\$3,414.93	SUPPLIES	3163	BANK OF AMERICA
9016	07/31/2025	\$9,846.07	SUPPLIES	3163	BANK OF AMERICA
9017	07/31/2025	\$5,625.87	SUPPLIES	3163	BANK OF AMERICA
9018	07/31/2025	\$3,985.06	TRAINING	3163	BANK OF AMERICA
9019	07/31/2025	\$456.11	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
9020	07/31/2025	\$1,283.61	TRAINING	3163	BANK OF AMERICA
9021	07/31/2025	\$1,224.94	SUPPLIES	3163	BANK OF AMERICA
9022	07/31/2025	\$996.00	PREPAID EXPENSES	3163	BANK OF AMERICA
9023	07/31/2025	\$1,119.39	TRAINING	3163	BANK OF AMERICA
9024	07/31/2025	\$5,576.46	TRAINING	3163	BANK OF AMERICA
9025	07/31/2025	\$5,761.98	SUPPLIES	3163	BANK OF AMERICA
9026	07/31/2025	\$2,220.80	TRAINING	3163	BANK OF AMERICA
9027	07/31/2025	\$45.00	PREPAID EXPENSES	3163	BANK OF AMERICA
9028	07/31/2025	\$27,554.88	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
9029	07/31/2025	\$3,855.65	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC



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9030	07/31/2025	\$2,307.44	VEHICLE MAINTENANCE/EXPENSES	2586	AMAZON CAPITAL SERVICES INC
9031	07/31/2025	\$1,535.00	SUPPLIES	62880	AMERICAN MARKER
9032	07/31/2025	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
9033	07/31/2025	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
9034	07/31/2025	\$40.00	CARPOOL INCENTIVE	4827	RIJUL BHASKAR
9035	07/31/2025	\$460.00	EDUCATION REIMBURSEMENT	1190	DONALD CADENA
9036	07/31/2025	\$869.39	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
9037	07/31/2025	\$95.73	SUPPLIES	70920	DECALS BY DESIGN INC
9038	07/31/2025	\$122.35	CONTRACT SERVICES	23660	DAIOHS USA
9039	07/31/2025	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
9040	07/31/2025	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
9041	07/31/2025	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
9042	07/31/2025	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
9043	07/31/2025	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
9044	07/31/2025	\$689.54	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
9045	07/31/2025	\$390.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF DBA: BEROKOFF ELECTRIC
9046	07/31/2025	\$40.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
9047	07/31/2025	\$14,561.91	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
9048	07/31/2025	\$112.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
9049	07/31/2025	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
9050	07/31/2025	\$40.00	CARPOOL INCENTIVE	4789	CESAR LOPEZ
9051	07/31/2025	\$209.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
9052	07/31/2025	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
9053	07/31/2025	\$40.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
9054	07/31/2025	\$21,378.20	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
9055	07/31/2025	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
9056	07/31/2025	\$160.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
9057	07/31/2025	\$4,737.88	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
9058	07/31/2025	\$1,000.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
9059	07/31/2025	\$20.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
9060	07/31/2025	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
9061	07/31/2025	\$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
9062	07/31/2025	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
9063	07/31/2025	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE



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9064	07/31/2025	\$153.88	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
9065	07/31/2025	\$40.00	CARPPOOL INCENTIVE	3001	MICHAEL SOLORZA
9066	07/31/2025	\$40.00	CARPPOOL INCENTIVE	3053	MICHAEL TELLES
9067	07/31/2025	\$40.00	CARPPOOL INCENTIVE	1091	JANELLE TORRES
9068	07/31/2025	\$151.28	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
9069	07/31/2025	\$509.36	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
9070	07/31/2025	\$250.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
9071	07/31/2025	\$0.00	CARPPOOL INCENTIVE	4327	ROSEMARY PERICH
9072	04/30/2025	\$4,853.12	SUPPLIES	3163	BANK OF AMERICA
9073	07/31/2025	\$15,910.00	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	4830	LADAYU CONSULTING GROUP
ACH TOTAL		\$6,684,385.15			
607392	06/12/2025	\$225.00	CONTRACT SERVICES	1674	1st JON INC
607393	06/12/2025	\$60.00	PARKS AND RECREATION	5032	PAUL ASUNCION
607394	06/12/2025	\$2,329.54	UTILITY SERVICES	39550	AT&T
607395	06/12/2025	\$4.43	UTILITY SERVICES	39550	AT&T
607396	06/12/2025	\$55.00	UTILITY SERVICES	1732	AT&T CORP
607397	06/12/2025	\$2,500.00	CONTRACT SERVICES	4135	ATOMIC MUSIC GROUP LLC
607398	06/12/2025	\$12.51	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
607399	06/12/2025	\$2,409.00	CONTRACT SERVICES	4285	BARR & CLARK INC
607400	06/12/2025	\$889.00	DUES & SUBSCRIPTIONS	923	BROADCAST MUSIC INC
607401	06/12/2025	\$274.00	TRAINING	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
607402	06/12/2025	\$8,700.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
607403	06/12/2025	\$11,019.09	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607404	06/12/2025	\$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
607405	06/12/2025	\$156.24	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607406	06/12/2025	\$7,330.62	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607407	06/12/2025	\$654.40	SAFETY PROGRAM	1294	CINTAS CORPORATION NO 2
607408	06/12/2025	\$4,354.07	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607409	06/12/2025	\$1,951.00	RETIREMENT	3128	CITY OF BELL GARDENS
607410	06/12/2025	\$900.00	CONTRACT SERVICES	4937	HANNAH CLARK DBA MAGIC FROM MAIN
607411	06/12/2025	\$688.00	MACHINERY & EQUIPMENTS	4174	COSTAR REALTY INFORMATION INC



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607412	06/12/2025	\$1,401.25	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
607413	06/12/2025	\$130.03	UTILITY SERVICES	4829	DISH NETWORK LLC
607414	06/12/2025	\$4,586.83	IMPROVEMENTS OTHER THAN BUILDING	4822	ESTATE DESIGN AND CONSTRUCTION INC
607415	06/12/2025	\$234.12	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
607416	06/12/2025	\$125.18	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION
607417	06/12/2025	\$4,508.40	ADVERTISING/PRINTING SERVICES	2523	THE BEISTLE COMPANY
607418	06/12/2025	\$1,500.00	CONTRACT SERVICES	5028	FLINT MAVIS DBA SHARK SANDWICH
607419	06/12/2025	\$918.61	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607420	06/12/2025	\$494.38	UNIFORM EXPENSE	55650	GALLS LLC
607421	06/12/2025	\$2,009.89	CONTRACT SERVICES	4694	CRISTINA GARCIA
607422	06/12/2025	\$12,984.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
607423	06/12/2025	\$7,400.00	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
607424	06/12/2025	\$2,052.74	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
607425	06/12/2025	\$12,161.39	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
607426	06/12/2025	\$3,209.67	VEHICLE MAINTENANCE/EXPENSES	3914	GRAFIX SYSTEMS
607427	06/12/2025	\$1,029.11	SUPPLIES	2059	HASA INC
607428	06/12/2025	\$3,678.47	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
607429	06/12/2025	\$2,148.75	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607430	06/12/2025	\$5,513.28	PREPAID EXPENSES	2763	INSIGHT PUBLIC SECTOR INC
607431	06/12/2025	\$1,774.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
607432	06/12/2025	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
607433	06/12/2025	\$410.38	CONTRACT SERVICES	993	IVA SOLUTIONS INC
607434	06/12/2025	\$2,250.00	CONTRACT SERVICES	5012	JAMES ANTHONY BYNDON DBA JABB PRO INC.
607435	06/12/2025	\$20,000.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS DBA TRAVIS INVESTIGATIONS
607436	06/12/2025	\$900.55	VEHICLE MAINTENANCE/EXPENSES	4484	JOSE CAMACHO DBA JOE'S AUTO UPHOLSTERY
607437	06/12/2025	\$31,268.35	CONTRACT SERVICES	3716	KOA CORPORATION
607438	06/12/2025	\$65.00	PARKS AND RECREATION	5026	PAULINE LAM
607439	06/12/2025	\$75.00	PERMITS AND FEES	485	LOS ANGELES COUNTY CLERK
607440	06/12/2025	\$4,798.48	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
607441	06/12/2025	\$8,377.67	SUPPLIES	5017	MAGNUM ELECTRONICS INC.
607442	06/12/2025	\$1,589.20	UNIFORM EXPENSE	4497	MANHATTAN STITCHING COMPANY INC
607443	06/12/2025	\$200.00	GENERAL GOVERNMENT	5025	MARIA MERCADO
607444	06/12/2025	\$26,496.00	PREPAID EXPENSES	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
607445	06/12/2025	\$125.00	TRAVEL & MEETINGS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL



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607446	06/12/2025	\$440.00	CONTRACTORS	5034	KEVIN NAM
607447	06/12/2025	\$167.74	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607448	06/12/2025	\$592.20	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
607449	06/12/2025	\$23,119.12	UTILITY SERVICES	2673	NTH GENERATION COMPUTING INC
607450	06/12/2025	\$198.55	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
607451	06/12/2025	\$619.65	SUPPLIES	15620	OFFICE DEPOT INC
607452	06/12/2025	\$1,634.43	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
607453	06/12/2025	\$2,653.45	SUPPLIES	4495	ORANGE INDUSTRIAL HARDWARE
607454	06/12/2025	\$1,190.00	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
607455	06/12/2025	\$528.16	RETIREMENT	42490	LINDA PAYAN
607456	06/12/2025	\$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
607457	06/12/2025	\$2,169.67	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
607458	06/12/2025	\$730.00	SUPPLIES	4911	PROFESSOR EGGHEAD SCIENCE ACADEMY
607459	06/12/2025	\$890.15	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607460	06/12/2025	\$6,352.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
607461	06/12/2025	\$957.50	MACHINERY & EQUIPMENTS	4968	R&S OVERHEAD DOORS OF SO-CAL INC
607462	06/12/2025	\$6,903.88	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
607463	06/12/2025	\$325.00	CONTRACT SERVICES	4952	DEBORAH LYNN RIVERA
607464	06/12/2025	\$80.00	GENERAL GOVERNMENT	5024	JOHAN EOMIR ROA
607465	06/12/2025	\$1,109.98	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607466	06/12/2025	\$300.30	TRAINING	5031	AUDREY SANCHEZ
607467	06/12/2025	\$83,962.32	LEASE PAYMENT	2846	SANTANDER BANK NA
607468	06/12/2025	\$2,270.02	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607469	06/12/2025	\$2,085.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
607470	06/12/2025	\$600.00	CONTRACT SERVICES	3284	VANESSA SIDA
607471	06/12/2025	\$14,750.00	MACHINERY & EQUIPMENTS	4551	SOUNDTHINKING INC
607472	06/12/2025	\$8.30	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
607473	06/12/2025	\$12.93	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
607474	06/12/2025	\$6,844.93	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
607475	06/12/2025	\$118,146.25	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607476	06/12/2025	\$44,713.08	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
607477	06/12/2025	\$3,164.63	MACHINERY & EQUIPMENTS	5000	SSC PROPERTY INVESTMENTS DBA FIRST DUE ELEVATOR RESCUE
607478	06/12/2025	\$853.21	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
607479	06/12/2025	\$1,072.06	CONTRACT SERVICES	3397	STERICYCLE INC



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607480	06/12/2025	\$407.00	CONTRACTORS	1367	SUNRUN INSTALLATION SERVICES INC
607481	06/12/2025	\$7,663.18	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607482	06/12/2025	\$4,012.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607483	06/12/2025	\$2,080.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
607484	06/12/2025	\$31,337.65	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607485	06/12/2025	\$218.00	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
607486	06/12/2025	\$1,757.94	SUPPLIES	3110	TOMAS ALVARADO
607487	06/12/2025	\$7,361.69	SUPPLIES	69680	TRIANGLE SPORTS INC
607488	06/12/2025	\$250.00	GENERAL GOVERNMENT	4578	JEANNE TSO
607489	06/12/2025	\$4,860.00	CONTRACT SERVICES	1166	TURF TEAM INC
607490	06/12/2025	\$11,182.65	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
607491	06/12/2025	\$238.00	TRAVEL & MEETINGS	5030	IVAN ULLOA
607492	06/12/2025	\$37,691.83	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
607493	06/12/2025	\$59,872.73	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607494	06/12/2025	\$2,379.13	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607495	06/12/2025	\$140.00	CONTRACT SERVICES	4934	FRANK VACCARO
607496	06/12/2025	\$3,961.31	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
607497	06/12/2025	\$8,089.26	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
607498	06/12/2025	\$250.00	GENERAL GOVERNMENT	2657	LEYNI VAZQUEZ-NOYOLA
607499	06/12/2025	\$986.58	CONTRACT SERVICES	4593	VESTIS GROUP INC
607500	06/12/2025	\$1,861.93	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607501	06/12/2025	\$604.80	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
607502	06/12/2025	\$1,786.05	MACHINERY & EQUIPMENTS	4712	WEST COAST LIGHTS & SIRENS INC
607503	06/12/2025	\$2,418.62	SUPPLIES	67320	WINZER
607504	06/12/2025	\$1,980.00	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC
607505	06/12/2025	\$3,500.00	CONTRACT SERVICES	65740	THE WISE GUYS BIG BAND
607506	06/12/2025	\$161.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
607507	06/12/2025	\$18,765.97	CONTRACT SERVICES	3731	YUNEX LLC
607508	06/12/2025	\$267.54	SUPPLIES	26850	ZUMAR INDUSTRIES INC
607509	06/12/2025	\$147.30	SUPPLIES	4246	LOUIE CANJURA
607510	06/12/2025	\$80.00	CARPOOL INCENTIVE	4920	NOEL GUZMAN
607511	06/12/2025	\$288.35	UNIFORM EXPENSE	47860	NATIONAL EMBLEM INC
607512	06/18/2025	\$1,200.00	CONTRACT SERVICES	5003	ABSOLUTE ABATEMENT & DEMOLITION
607513	06/18/2025	\$70.00	POLICE RELATED FEES	5042	RUBEN ROQUE ALDANA



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607514	06/18/2025	\$420.00	POLICE RELATED FEES	5051	PEDRO ARIAS
607515	06/18/2025	\$124.77	UTILITY SERVICES	39550	AT&T
607516	06/18/2025	\$7,897.68	UTILITY SERVICES	39550	AT&T
607517	06/18/2025	\$41.76	UTILITY SERVICES	39550	AT&T
607518	06/18/2025	\$325.00	POLICE RELATED FEES	2517	ORLANDO BACA
607519	06/18/2025	\$70.00	POLICE RELATED FEES	5055	RAUL BARAJAS
607520	06/18/2025	\$70.00	POLICE RELATED FEES	5061	RAFFI ARCHIE BOGOSIAN
607521	06/18/2025	\$121,826.75	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
607522	06/18/2025	\$70.00	POLICE RELATED FEES	5048	SINUSRAT A. CHAUDHURY
607523	06/18/2025	\$70.00	POLICE RELATED FEES	5046	ASHLEY CHAVEZ
607524	06/18/2025	\$70.00	POLICE RELATED FEES	5062	AKOP CHILINGARYAN
607525	06/18/2025	\$25.13	UTILITY SERVICES	36610	CITY OF PICO RIVERA
607526	06/18/2025	\$3,752.69	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
607527	06/18/2025	\$10,110.50	CONTRACT SERVICES	4846	CWE
607528	06/18/2025	\$140.00	POLICE RELATED FEES	5045	XELENE ISABEL DELATORRE
607529	06/18/2025	\$3,062.93	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
607530	06/18/2025	\$70.00	POLICE RELATED FEES	5050	THOMAS M. FORESTA
607531	06/18/2025	\$4,586.83	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
607532	06/18/2025	\$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607533	06/18/2025	\$3,999.80	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607534	06/18/2025	\$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607535	06/18/2025	\$40.00	CARPOOL INCENTIVE	4920	NOEL GUZMAN
607536	06/18/2025	\$40.00	CARPOOL INCENTIVE	5039	GRACE HAYASHI
607537	06/18/2025	\$70,000.00	CONTRACT SERVICES	4955	HEINZ LABORATORIES
607538	06/18/2025	\$788.22	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
607539	06/18/2025	\$70.00	POLICE RELATED FEES	5064	JOSE R. HUERTA
607540	06/18/2025	\$46,200.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
607541	06/18/2025	\$3,685.12	MACHINERY & EQUIPMENTS	993	IVA SOLUTIONS INC
607542	06/18/2025	\$70.00	POLICE RELATED FEES	5063	LEONARDO JUAREZ ARRENDONDO
607543	06/18/2025	\$70.00	POLICE RELATED FEES	5059	JOHN JOSEPH KRUKOWSKI
607544	06/18/2025	\$40.00	CARPOOL INCENTIVE	5041	ZACHARY LOPEZ
607545	06/18/2025	\$140.00	POLICE RELATED FEES	5047	DALLAS ADAM MANGINO
607546	06/18/2025	\$600.87	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
607547	06/18/2025	\$7,177.28	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC



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607548	06/18/2025	\$5,465.19	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
607549	06/18/2025	\$40.00	CARPPOOL INCENTIVE	5040	LENAYA ORTEGA
607550	06/18/2025	\$70.00	POLICE RELATED FEES	5054	SIMON ORTEGA
607551	06/18/2025	\$70.00	POLICE RELATED FEES	5044	EDWARD PACHECO
607552	06/18/2025	\$40.00	CARPPOOL INCENTIVE	4327	ROSEMARY PERICH
607553	06/18/2025	\$4,576.60	SUPPLIES	2490	PRIMEX CLINICAL LABORATORIES INC
607554	06/18/2025	\$50.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607555	06/18/2025	\$176.03	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
607556	06/18/2025	\$420.00	POLICE RELATED FEES	5053	RAUL E. RIVAS
607557	06/18/2025	\$414.00	TRAVEL & MEETINGS	5037	JOSE RUIZ
607558	06/18/2025	\$31,056.93	PREPAID EXPENSES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
607559	06/18/2025	\$3,270.12	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607560	06/18/2025	\$140.00	POLICE RELATED FEES	5058	SHERIDAN C. SMITH
607561	06/18/2025	\$37,859.96	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607562	06/18/2025	\$414.00	TRAVEL & MEETINGS	5036	STEVE TAMAE
607563	06/18/2025	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
607564	06/18/2025	\$70.00	POLICE RELATED FEES	5060	WILLIAM M. TAUALII
607565	06/18/2025	\$70.00	POLICE RELATED FEES	5049	MARILOU SARNE TERRY
607566	06/18/2025	\$3,454.15	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607567	06/18/2025	\$40.00	CARPPOOL INCENTIVE	4781	TAM TIEU
607568	06/18/2025	\$2,392.92	UNIFORM EXPENSE	64140	TURNOUT MAINTENANCE COMPANY LLC
607569	06/18/2025	\$70.00	POLICE RELATED FEES	5056	LUIS C. VASCONCELOS
607570	06/18/2025	\$200.00	GENERAL GOVERNMENT	5043	JENNIFER VAZQUEZ
607571	06/18/2025	\$70.00	POLICE RELATED FEES	5052	BACILIO VEGA-JIMENEZ
607572	06/18/2025	\$304.98	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
607573	06/18/2025	\$1,281.80	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607574	06/18/2025	\$40.00	CARPPOOL INCENTIVE	5038	JESSIE WOO
607575	06/26/2025	\$30,800.00	CONTRACT SERVICES	4776	ADMINSURE INC
607576	06/26/2025	\$409.22	EDUCATION REIMBURSEMENT	5072	KARLA AGUAYO
607577	06/26/2025	\$600.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
607578	06/26/2025	\$16,678.75	VEHICLE MAINTENANCE/EXPENSES	113	ALACO LADDER COMPANY
607579	06/26/2025	\$27,999.71	IMPROVEMENTS OTHER THAN BUILDING	4762	ALFARO COMMUNITCATIONS CONSTRUCTION, INC
607580	06/26/2025	\$2,957.14	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC
607581	06/26/2025	\$12,533.27	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC



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607582	06/26/2025	\$11,340.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
607583	06/26/2025	\$26.86	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
607584	06/26/2025	\$24,782.50	CONTRACT SERVICES	4467	AP TRITON LLC
607585	06/26/2025	\$2,253.05	UTILITY SERVICES	38380	AT&T
607586	06/26/2025	\$8,444.85	UTILITY SERVICES	39550	AT&T
607587	06/26/2025	\$61.06	UTILITY SERVICES	39550	AT&T
607588	06/26/2025	\$4,019.43	UTILITY SERVICES	1732	AT&T CORP
607589	06/26/2025	\$621.50	SUPPLIES	1529	ATHANS ICE HOUSE
607590	06/26/2025	\$900.00	CONTRACT SERVICES	4912	CHRISTOPHER W BARNES
607591	06/26/2025	\$365.00	CONTRACT SERVICES	3686	BIG STAR FIRE PROTECTION
607592	06/26/2025	\$2,006.39	FURNITURE & FIXTURES PURCHASES	2676	BKM OFFICE FURNITURE
607593	06/26/2025	\$19,900.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
607594	06/26/2025	\$894.53	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607595	06/26/2025	\$782.54	SUPPLIES	409	CARAVAN CANOPY INTL INC
607596	06/26/2025	\$17,931.25	CONTRACT SERVICES	1619	CAT TRACKING INC
607597	06/26/2025	\$2,765.00	CONTRACT SERVICES	4768	DAVID CENICEROS
607598	06/26/2025	\$58,000.00	CONTRACT SERVICES	4833	CENTER FOR TRANSPORTATION AND THE ENVIRONMENT INC
607599	06/26/2025	\$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
607600	06/26/2025	\$1,890.00	CONTRACT SERVICES	3644	GRACE CHANG
607601	06/26/2025	\$128.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607602	06/26/2025	\$1,782.00	CONTRACT SERVICES	3880	CINDYS JUMPERS, LLC
607603	06/26/2025	\$688.00	MACHINERY & EQUIPMENTS	4174	COSTAR REALTY INFORMATION INC
607604	06/26/2025	\$240.00	CONTRACT SERVICES	8440	MARCOS CUELLAR
607605	06/26/2025	\$125.00	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
607606	06/26/2025	\$2,988.00	CONTRACT SERVICES	2399	ENVOY INC
607607	06/26/2025	\$414.55	TRAVEL & MEETINGS	5068	VIVANA ESPARZA
607608	06/26/2025	\$565.88	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607609	06/26/2025	\$15,990.40	CONTRACT SERVICES	2827	FOUR STAR INVESTIGATIONS LLC
607610	06/26/2025	\$322.00	TRAVEL & MEETINGS	4767	ELIZABETH FRANCO
607611	06/26/2025	\$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607612	06/26/2025	\$0.30	UNIFORM EXPENSE	55650	GALLS LLC
607613	06/26/2025	\$2,177.44	CONTRACT SERVICES	4365	ANDREW ARTHUR GARCIA
607614	06/26/2025	\$1,072.13	CONTRACT SERVICES	4694	CRISTINA GARCIA
607615	06/26/2025	\$246.84	TRAVEL & MEETINGS	4067	JOSE GARDEA



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607616	06/26/2025	\$473.53	SUPPLIES	2059	HASA INC
607617	06/26/2025	\$1,026.00	GENERAL GOVERNMENT	5074	VERONICA HENNESSY
607618	06/26/2025	\$675.00	EDUCATION REIMBURSEMENT	3547	ZACHARY HUMBER
607619	06/26/2025	\$4,594.31	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607620	06/26/2025	\$322.00	TRAVEL & MEETINGS	4926	MARK JIMENEZ
607621	06/26/2025	\$2,347.24	SUPPLIES	5066	JIPC 14, LLC DBA JOHN'S INCREDIBLE PIZZA COMPANY
607622	06/26/2025	\$969.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES
607623	06/26/2025	\$1,350.00	CONTRACT SERVICES	5006	LILIANA FUENTES DBA HAPPY FACES & BALLOON ART
607624	06/26/2025	\$217,606.24	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
607625	06/26/2025	\$736.26	MACHINERY & EQUIPMENTS	4918	MES SERVICE COMPANY LLC
607626	06/26/2025	\$1,103.90	CONTRACT SERVICES	3429	MIGUEL SALMERON
607627	06/26/2025	\$286.00	EDUCATION REIMBURSEMENT	4977	DAVID MILLIGAN
607628	06/26/2025	\$6,585.00	CONTRACT SERVICES	5071	MITZVAH456 LLC
607629	06/26/2025	\$2,500.00	CONTRACT SERVICES	4597	RAY A. MORALES
607630	06/26/2025	\$1,172.11	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607631	06/26/2025	\$961.30	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
607632	06/26/2025	\$2,100.00	CONTRACT SERVICES	4010	NESHAMA 456 LLC
607633	06/26/2025	\$376.73	TRAVEL & MEETINGS	3150	SANDRA OLIVAS
607634	06/26/2025	\$2,815.20	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
607635	06/26/2025	\$10,200.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT INC
607636	06/26/2025	\$1,699.40	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607637	06/26/2025	\$13,787.00	CONTRACT SERVICES	3613	PYRO SPECTACULARS INC
607638	06/26/2025	\$301.00	TRAVEL & MEETINGS	4538	ROSEMARY QUINTERO
607639	06/26/2025	\$480.22	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
607640	06/26/2025	\$1,500.00	EDUCATION REIMBURSEMENT	5073	ELIZABETH ROBLES
607641	06/26/2025	\$7,751.43	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607642	06/26/2025	\$2,846.20	CONTRACT SERVICES	673	SERVAM BY WRIGHT LLP
607643	06/26/2025	\$2,049.85	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607644	06/26/2025	\$1,500.00	CONTRACT SERVICES	5010	SHOWBIZ RESTROOMS, LLC
607645	06/26/2025	\$2,000.00	CONTRACT SERVICES	4771	RYAN SILVERBERG
607646	06/26/2025	\$322.00	TRAVEL & MEETINGS	3456	JOHN SORIA
607647	06/26/2025	\$29,980.20	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607648	06/26/2025	\$13,265.65	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
607649	06/26/2025	\$1,300.00	CONTRACT SERVICES	4925	SOUTHSTAR ENGINEERING & CONSULTING INC



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607650	06/26/2025	\$583.74	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
607651	06/26/2025	\$850.00	CONTRACT SERVICES	4520	STARBIANO LLC
607652	06/26/2025	\$1,876.05	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
607653	06/26/2025	\$4,350.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607654	06/26/2025	\$25,333.25	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
607655	06/26/2025	\$1,031.86	UNIFORM EXPENSE	64140	TURNOUT MAINTENANCE COMPANY LLC
607656	06/26/2025	\$368.51	TRAVEL & MEETINGS	5067	RONNIE URIAS
607657	06/26/2025	\$3,148.27	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607658	06/26/2025	\$486.08	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
607659	06/26/2025	\$46.98	CONTRACT SERVICES	4593	VESTIS GROUP INC
607660	06/26/2025	\$6,508.05	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
607661	06/26/2025	\$280.00	TRAVEL & MEETINGS	5069	CHRISTOPHER WOOD
607662	06/26/2025	\$2,169.00	MACHINERY & EQUIPMENTS	4241	ZOHO CORPORATION
607663	07/03/2025	\$6,882.00	UNIFORM EXPENSE	4217	1819 SUPPLY
607664	07/03/2025	\$225.00	CONTRACT SERVICES	1674	1st JON INC
607665	07/03/2025	\$748.50	SUPPLIES	5013	ADVENTURE CITY, INC.
607666	07/03/2025	\$611.61	UTILITY SERVICES	39550	AT&T
607667	07/03/2025	\$7,529.55	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
607668	07/03/2025	\$545.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
607669	07/03/2025	\$527.86	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
607670	07/03/2025	\$130.24	TRAINING	5076	JOSEPH BAHENA
607671	07/03/2025	\$400.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
607672	07/03/2025	\$683.02	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607673	07/03/2025	\$4,480.92	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
607674	07/03/2025	\$2,652.81	VEHICLE MAINTENANCE/EXPENSES	4419	DARTCO TRANSMISSION SALES & SERVICES INC
607675	07/03/2025	\$375.19	SUPPLIES	1799	E & E SPORTS PHOTOGRAPHY
607676	07/03/2025	\$3,500.00	CONTRACT SERVICES	4956	E GALLO INC
607677	07/03/2025	\$5,249.37	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
607678	07/03/2025	\$2,700.00	CONTRACT SERVICES	5009	ERNEST CURCIO GEN PTR DBA NO DUH/BLONDE DAY
607679	07/03/2025	\$170.85	TRAINING	4248	BEATRIZ ESPINOZA
607680	07/03/2025	\$19,816.53	VEHICLE MAINTENANCE/EXPENSES	4245	FIRE APPARATUS SOLUTIONS
607681	07/03/2025	\$148.77	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607682	07/03/2025	\$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607683	07/03/2025	\$0.48	UNIFORM EXPENSE	55650	GALLS LLC



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607684	07/03/2025	\$2,030.00	CONTRACT SERVICES	4396	GALVIN PRESERVATION ASSOCIATES INC
607685	07/03/2025	\$823.07	CONTRACT SERVICES	1447	GATEWAY WATER MANAGEMENT AUTHORITY
607686	07/03/2025	\$1,677.73	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
607687	07/03/2025	\$12,278.18	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
607688	07/03/2025	\$2,575.00	CONTRACT SERVICES	3236	HERK EDWARDS INC
607689	07/03/2025	\$828.00	SUPPLIES	3109	HOSPITAL ASSOC OF SOUTHERN CALIFORNIA
607690	07/03/2025	\$1,429.19	VEHICLE MAINTENANCE/EXPENSES	3192	FRICTION MATERIALS OF LONG BEACH
607691	07/03/2025	\$12,450.86	MACHINERY & EQUIPMENTS	782	INTOXIMETERS INC
607692	07/03/2025	\$2,444.01	CONTRACT SERVICES	1675	SIMKINS CO INC
607693	07/03/2025	\$1,045.06	SUPPLIES	4326	KLINGSPOR ABRASIVES INC
607694	07/03/2025	\$105.00	CONTRACT SERVICES	5065	LAW OFFICES OF ANGEL HO INC.
607695	07/03/2025	\$215.00	PARKS AND RECREATION	5077	PIN LOR
607696	07/03/2025	\$230.94	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
607697	07/03/2025	\$19,653.38	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
607698	07/03/2025	\$18,237.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
607699	07/03/2025	\$22.88	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
607700	07/03/2025	\$24.32	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
607701	07/03/2025	\$9,529.57	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS LLC
607702	07/03/2025	\$5,757.78	SUPPLIES	43370	MIRACLE PLAYGROUND SALES
607703	07/03/2025	\$7,109.48	VEHICLE MAINTENANCE/EXPENSES	7110	MOHAWK MFG & SUPPLY CO
607704	07/03/2025	\$1,244.21	TRAINING	4900	CHARLES MYLES DBA POWERFUL DAYS
607705	07/03/2025	\$5,142.35	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607706	07/03/2025	\$1,225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
607707	07/03/2025	\$1,976.23	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
607708	07/03/2025	\$2,044.55	CONTRACT SERVICES	62430	ORBIT PARTY RENTALS INC
607709	07/03/2025	\$8,350.00	CONTRACT SERVICES	3047	PHILLIPS DRAPERIES AND CURTAINS INC
607710	07/03/2025	\$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
607711	07/03/2025	\$13,100.00	CONTRACT SERVICES	4402	PREMIER WALL SYSTEMS INC
607712	07/03/2025	\$1,754.74	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
607713	07/03/2025	\$150.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607714	07/03/2025	\$7,866.36	IMPROVEMENTS OTHER THAN BUILDING	4272	PSOMAS
607715	07/03/2025	\$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
607716	07/03/2025	\$675.00	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
607717	07/03/2025	\$7,896.14	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO



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607718	07/03/2025	\$1,905.00	MACHINERY & EQUIPMENTS	1937	SHI INTERNATIONAL CORP
607719	07/03/2025	\$549.00	TRAINING	1560	SOUTHERN CA INTERGOV TRAINING & DEV CENTER
607720	07/03/2025	\$26,833.93	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607721	07/03/2025	\$2,209.28	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
607722	07/03/2025	\$250.00	GENERAL GOVERNMENT	4587	SOUTHGATE AQUA COALITION INC
607723	07/03/2025	\$1,312.50	CONTRACT SERVICES	4157	STRUMWASSER & WOOCHEER, LLP
607724	07/03/2025	\$515.72	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
607725	07/03/2025	\$23,268.72	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607726	07/03/2025	\$32,305.37	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607727	07/03/2025	\$161.14	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
607728	07/03/2025	\$11,782.18	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
607729	07/03/2025	\$7,094.50	UTILITY SERVICES	23610	VERIZON WIRELESS
607730	07/03/2025	\$93.96	CONTRACT SERVICES	4593	VESTIS GROUP INC
607731	07/03/2025	\$16,388.00	MACHINERY & EQUIPMENTS	4878	WASTE EQUIPMENT SALES AND SERVICE INC
607732	07/03/2025	\$1,861.93	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607733	07/03/2025	\$70.00	POLICE RELATED FEES	4659	ANNA HA
607734	07/03/2025	\$40.00	CARPPOOL INCENTIVE	4781	TAM TIEU
607735	07/09/2025	\$54,453.34	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
607736	07/09/2025	\$51,211.63	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
607737	07/09/2025	\$45,756.40	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
607738	07/10/2025	\$2,179.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
607739	07/10/2025	\$726.16	SUPPLIES	37900	AMERICAN SOCCER COMPANY INC
607740	07/10/2025	\$2,326.80	UTILITY SERVICES	39550	AT&T
607741	07/10/2025	\$7,831.36	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
607742	07/10/2025	\$212.00	CONTRACTORS	5081	JESUS CANAZA
607743	07/10/2025	\$156.24	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607744	07/10/2025	\$340.56	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607745	07/10/2025	\$1,951.00	RETIREMENT	3128	CITY OF BELL GARDENS
607746	07/10/2025	\$2,328.66	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
607747	07/10/2025	\$5,162.30	ADVERTISING/PRINTING SERVICES	4888	ECLIPSE PRINTING & GRAPHICS LLC DBA JAMES LITHIO
607748	07/10/2025	\$192.02	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
607749	07/10/2025	\$383,515.39	IMPROVEMENTS OTHER THAN BUILDING	4822	ESTATE DESIGN AND CONSTRUCTION INC
607750	07/10/2025	\$24.52	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION
607751	07/10/2025	\$1,804.50	CONTRACT SERVICES	3920	FIRST PLACE GLASS, INC.



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607752	07/10/2025	\$5,850.75	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
607753	07/10/2025	\$2,470.07	VEHICLE MAINTENANCE/EXPENSES	4759	FLEET SERVICE SPECIALISTS, LLC
607754	07/10/2025	\$128.59	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607755	07/10/2025	\$130.25	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607756	07/10/2025	\$5,019.42	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
607757	07/10/2025	\$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607758	07/10/2025	\$335.07	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
607759	07/10/2025	\$200.00	CONTRACT SERVICES	4637	GLOBAL INTERPRETING NETWORK INC
607760	07/10/2025	\$264.26	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
607761	07/10/2025	\$368.24	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
607762	07/10/2025	\$1,500.00	CONTRACT SERVICES	5029	DANIEL F. HERNANDEZ
607763	07/10/2025	\$6,881.94	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
607764	07/10/2025	\$3,131.60	DUES & SUBSCRIPTIONS	28160	INDEPENDENT CITIES ASSOCIATION
607765	07/10/2025	\$9,600.30	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR INC
607766	07/10/2025	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
607767	07/10/2025	\$1,807.49	TRAVEL & MEETINGS	2435	SHYAMALIE JAGODAGE
607768	07/10/2025	\$3,057.57	TRAVEL & MEETINGS	5079	ANDREW KIM
607769	07/10/2025	\$5,107.60	CONTRACT SERVICES	4485	KIMLEY-HORN AND ASSOCIATES INC
607770	07/10/2025	\$38,120.50	CONTRACT SERVICES	3716	KOA CORPORATION
607771	07/10/2025	\$295.00	CONTRACT SERVICES	109	LEAD TECH ENVIRONMENTAL
607772	07/10/2025	\$1,380.75	DUES & SUBSCRIPTIONS	26960	LEAGUE OF CALIFORNIA CITIES
607773	07/10/2025	\$72.90	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
607774	07/10/2025	\$227.84	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
607775	07/10/2025	\$318.06	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS LLC
607776	07/10/2025	\$123.20	VEHICLE MAINTENANCE/EXPENSES	2931	M-VISION GRAPHICS INC
607777	07/10/2025	\$250.00	GENERAL GOVERNMENT	5078	IRENE FELIX MADRID
607778	07/10/2025	\$96.00	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
607779	07/10/2025	\$989.00	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
607780	07/10/2025	\$15,141.59	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
607781	07/10/2025	\$20.86	TRAVEL & MEETINGS	5082	RICHARD MORAN, JR.
607782	07/10/2025	\$926.77	TRAINING	5080	DAVID MORGAN
607783	07/10/2025	\$7,204.68	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607784	07/10/2025	\$1,050.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
607785	07/10/2025	\$41.99	UTILITY SERVICES	2673	NTH GENERATION COMPUTING INC



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607786	07/10/2025	\$1,738.88	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
607787	07/10/2025	\$750.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
607788	07/10/2025	\$1,450.26	SUPPLIES	4495	ORANGE INDUSTRIAL HARDWARE
607789	07/10/2025	\$528.16	RETIREMENT	42490	LINDA PAYAN
607790	07/10/2025	\$134.47	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
607791	07/10/2025	\$1,657,928.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
607792	07/10/2025	\$322,711.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
607793	07/10/2025	\$2,110,941.00	LIABILITY INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
607794	07/10/2025	\$3,225.50	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
607795	07/10/2025	\$268.87	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
607796	07/10/2025	\$12,071.70	CONTRACT SERVICES	3234	SCHOOL NUTRITION PLUS
607797	07/10/2025	\$16,777.00	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607798	07/10/2025	\$9,100.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
607799	07/10/2025	\$335.41	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
607800	07/10/2025	\$149,018.75	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607801	07/10/2025	\$45,456.40	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
607802	07/10/2025	\$363.15	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
607803	07/10/2025	\$1,600.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
607804	07/10/2025	\$15,463.26	UTILITY SERVICES	526	T-MOBILE USA INC
607805	07/10/2025	\$7,793.19	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607806	07/10/2025	\$4,800.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607807	07/10/2025	\$177.00	CONTRACTORS	2986	THE ENERGUY INC
607808	07/10/2025	\$23,181.58	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607809	07/10/2025	\$15,000.00	CONTRACT SERVICES	2785	TOWNSEND PUBLIC AFFAIRS INC
607810	07/10/2025	\$599,882.40	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
607811	07/10/2025	\$66,927.83	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607812	07/10/2025	\$7,233.74	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
607813	07/10/2025	\$38,820.98	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
607814	07/10/2025	\$46.98	CONTRACT SERVICES	4593	VESTIS GROUP INC
607815	07/10/2025	\$150.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
607816	07/10/2025	\$36,751.55	CONTRACT SERVICES	4841	VOLTAIRE ENGINEERING INC
607817	07/10/2025	\$446.00	CONTRACT SERVICES	5005	CLARISSA CERDA
607818	07/16/2025	\$12,680.30	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
607819	07/17/2025	\$450.00	CONTRACT SERVICES	1674	1st JON INC



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607820	07/17/2025	\$118.87	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
607821	07/17/2025	\$7,434.75	CONTRACT SERVICES	4467	AP TRITON LLC
607822	07/17/2025	\$303.70	UTILITY SERVICES	39550	AT&T
607823	07/17/2025	\$7,902.11	UTILITY SERVICES	39550	AT&T
607824	07/17/2025	\$41.58	UTILITY SERVICES	39550	AT&T
607825	07/17/2025	\$55.00	UTILITY SERVICES	1732	AT&T CORP
607826	07/17/2025	\$4,216.36	SUPPLIES	4873	ATLAS COMMERCIAL PRODUCTS DBA EVENTSTABLE
607827	07/17/2025	\$115,548.45	CONTRACT SERVICES	3975	AVENU INSIGHTS & ANALYTICS, LLC
607828	07/17/2025	\$400.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
607829	07/17/2025	\$154,080.00	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
607830	07/17/2025	\$675.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
607831	07/17/2025	\$15,126.22	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607832	07/17/2025	\$1,674.00	CONTRACT SERVICES	40850	MARIA E CASAS
607833	07/17/2025	\$7,326.17	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607834	07/17/2025	\$25.76	UTILITY SERVICES	36610	CITY OF PICO RIVERA
607835	07/17/2025	\$5,625.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
607836	07/17/2025	\$517.20	TRAINING	380	BRANDON S CONTRERAS
607837	07/17/2025	\$424.46	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
607838	07/17/2025	\$1,737.00	CONTRACT SERVICES	4846	CWE
607839	07/17/2025	\$656.78	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
607840	07/17/2025	\$313.06	TRAINING	5087	SHANNON DIAZ
607841	07/17/2025	\$130.03	UTILITY SERVICES	4829	DISH NETWORK LLC
607842	07/17/2025	\$4,768.72	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607843	07/17/2025	\$2,663.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
607844	07/17/2025	\$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607845	07/17/2025	\$494.14	UNIFORM EXPENSE	55650	GALLS LLC
607846	07/17/2025	\$14.72	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
607847	07/17/2025	\$2,730.69	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
607848	07/17/2025	\$2,215.00	CONTRACT SERVICES	5085	GRACE MANAGEMENT, LLC
607849	07/17/2025	\$8,327.75	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
607850	07/17/2025	\$3,079.56	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607851	07/17/2025	\$351.07	CONTRACT SERVICES	1675	SIMKINS CO INC
607852	07/17/2025	\$36,109.68	CONTRACT SERVICES	73810	LA FITNESS INTERNATIONAL LLC
607853	07/17/2025	\$4,874.75	DUES & SUBSCRIPTIONS	56240	LOS ANGELES COUNTY DEPT OF AUDITOR-CONTROLLER



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607854	07/17/2025	\$301.00	TRAINING	737	LUIS MARTINEZ
607855	07/17/2025	\$80.00	GENERAL GOVERNMENT	5083	HAIK MELKONYAN
607856	07/17/2025	\$476.58	TRAINING	4977	DAVID MILLIGAN
607857	07/17/2025	\$301.00	TRAINING	3859	GREGORY MORALES
607858	07/17/2025	\$894.21	TRAINING	4900	CHARLES MYLES DBA POWERFUL DAYS
607859	07/17/2025	\$748.60	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
607860	07/17/2025	\$1,216.25	CONTRACT SERVICES	41180	MANUEL NUNEZ
607861	07/17/2025	\$1,261.69	SUPPLIES	15620	OFFICE DEPOT INC
607862	07/17/2025	\$3,000.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
607863	07/17/2025	\$4,992.00	CONTRACT SERVICES	4266	PARENT FAMILY ENGAGEMENT AND COMMUNITY SERVICES IN
607864	07/17/2025	\$1,734.00	CONTRACT SERVICES	5084	GLORIA PEREZ
607865	07/17/2025	\$49.47	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
607866	07/17/2025	\$82,396.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
607867	07/17/2025	\$2,719.61	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
607868	07/17/2025	\$4,454.84	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607869	07/17/2025	\$929.62	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607870	07/17/2025	\$17,350.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
607871	07/17/2025	\$7,428.08	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
607872	07/17/2025	\$46,502.90	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607873	07/17/2025	\$109.85	CONTRACT SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
607874	07/17/2025	\$11,770.44	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
607875	07/17/2025	\$816.00	SUPPLIES	5035	STITCH CREATOR, INC.
607876	07/17/2025	\$8,915.46	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607877	07/17/2025	\$218.00	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
607878	07/17/2025	\$1,527.00	CONTRACT SERVICES	4356	TRUVIEW BSI, LLC
607879	07/17/2025	\$895.00	CONTRACT SERVICES	20070	UC REGENTS
607880	07/17/2025	\$5,446.64	SUPPLIES	45120	ULINE INC
607881	07/17/2025	\$175.50	CONTRACT SERVICES	4943	UNET DANCE STUDIO LLC
607882	07/17/2025	\$2,378.97	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607883	07/17/2025	\$1,046.18	UTILITY SERVICES	23610	VERIZON WIRELESS
607884	07/17/2025	\$150.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
607885	07/17/2025	\$390.00	CONTRACT SERVICES	3572	JIM WARINO
607886	07/17/2025	\$154.70	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607887	07/17/2025	\$5,820.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC



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607888	07/17/2025	\$250.00	GENERAL GOVERNMENT	5078	IRENE FELIX MADRID
607889	07/17/2025	\$88.00	CONTRACTORS	4971	REMODEL YOUR VIBE
607890	07/24/2025	\$1,488.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
607891	07/24/2025	\$2,253.05	UTILITY SERVICES	38380	AT&T
607892	07/24/2025	\$94.22	UTILITY SERVICES	39550	AT&T
607893	07/24/2025	\$4,020.83	UTILITY SERVICES	1732	AT&T CORP
607894	07/24/2025	\$573.10	SUPPLIES	1529	ATHANS ICE HOUSE
607895	07/24/2025	\$8,017.57	SUPPLIES	3074	BEAM GLOBAL
607896	07/24/2025	\$455.99	SUPPLIES	159	BOUND TREE MEDICAL LLC
607897	07/24/2025	\$473.00	TRAINING	3445	JAMES BYUN
607898	07/24/2025	\$675.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
607899	07/24/2025	\$945.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607900	07/24/2025	\$128.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607901	07/24/2025	\$1,600.00	CONTRACT SERVICES	2504	ALBERT COBOS
607902	07/24/2025	\$4,937.50	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
607903	07/24/2025	\$688.00	CONTRACT SERVICES	4174	COSTAR REALTY INFORMATION INC
607904	07/24/2025	\$969.59	TRAVEL & MEETINGS	4736	JOE DE LA TORRE
607905	07/24/2025	\$1,000.00	CONTRACT SERVICES	4956	E GALLO INC
607906	07/24/2025	\$2,041.96	VEHICLE MAINTENANCE/EXPENSES	4759	FLEET SERVICE SPECIALISTS, LLC
607907	07/24/2025	\$302.40	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607908	07/24/2025	\$511.31	UNIFORM EXPENSE	55650	GALLS LLC
607909	07/24/2025	\$1,956.94	CONTRACT SERVICES	4365	ANDREW ARTHUR GARCIA
607910	07/24/2025	\$320.00	PARKS AND RECREATION	4641	JOAQUIN GARCIA
607911	07/24/2025	\$33,507.50	DUES & SUBSCRIPTIONS	4740	GATEWAY CITIES AFFORDABLE HOUSING TRUST
607912	07/24/2025	\$7,668.33	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
607913	07/24/2025	\$13.44	CONTRACT SERVICES	4637	GLOBAL INTERPRETING NETWORK INC
607914	07/24/2025	\$1,800.00	CONTRACT SERVICES	5099	EFRAIN GONZALEZ
607915	07/24/2025	\$2,238.58	SUPPLIES	2059	HASA INC
607916	07/24/2025	\$3,000.00	CONTRACT SERVICES	3599	JOHN H HERNANDEZ
607917	07/24/2025	\$42.75	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
607918	07/24/2025	\$6,778.40	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607919	07/24/2025	\$48,718.75	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
607920	07/24/2025	\$157.55	TRAVEL & MEETINGS	18760	FEDERICO JIMENEZ
607921	07/24/2025	\$750.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES



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607922	07/24/2025	\$1,890.00	CONTRACT SERVICES	5006	LILIANA FUENTES DBA HAPPY FACES & BALLOON ART
607923	07/24/2025	\$702.00	CONTRACT SERVICES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
607924	07/24/2025	\$34,488.97	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
607925	07/24/2025	\$1,347.68	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
607926	07/24/2025	\$1,759.00	CONTRACT SERVICES	3429	MIGUEL SALMERON
607927	07/24/2025	\$150.20	TRAINING	4977	DAVID MILLIGAN
607928	07/24/2025	\$2,195.00	CONTRACT SERVICES	5071	MITZVAH456 LLC
607929	07/24/2025	\$290.69	CONTRACT SERVICES	4760	MONTEBELLO LAND & WATER CO
607930	07/24/2025	\$149.46	SUPPLIES	5092	DANIEL MONTOYA
607931	07/24/2025	\$2,617.62	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
607932	07/24/2025	\$485.00	CONTRACT SERVICES	4932	JOSE ROBERTO NAVARRO
607933	07/24/2025	\$1,035.00	VEHICLE MAINTENANCE/EXPENSES	26370	NAVARROS TOWING SERVICE
607934	07/24/2025	\$300.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
607935	07/24/2025	\$4,683.09	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
607936	07/24/2025	\$25,900.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT INC
607937	07/24/2025	\$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
607938	07/24/2025	\$250.00	GENERAL GOVERNMENT	5097	MABEL D. PINEDA
607939	07/24/2025	\$611.07	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
607940	07/24/2025	\$2,988.60	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607941	07/24/2025	\$5,826.00	IMPROVEMENTS OTHER THAN BUILDING	4272	PSOMAS
607942	07/24/2025	\$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
607943	07/24/2025	\$875.00	CONTRACT SERVICES	3444	BRYAN M RAMIREZ
607944	07/24/2025	\$1,000.40	CONTRACT SERVICES	4421	YANNI RAZ
607945	07/24/2025	\$55.00	GENERAL GOVERNMENT	5096	GRISelda ROMERO
607946	07/24/2025	\$517.80	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
607947	07/24/2025	\$22,547.62	DUES & SUBSCRIPTIONS	3293	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
607948	07/24/2025	\$1,338.83	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607949	07/24/2025	\$750.00	CONTRACT SERVICES	4655	CARLOS SANCHEZ
607950	07/24/2025	\$1,300.00	CONTRACT SERVICES	4769	SARAH M GERTMENIAN DBA SMOOTH TOUCH
607951	07/24/2025	\$2,426.50	CONTRACT SERVICES	15180	SCS FIELD SERVICES
607952	07/24/2025	\$1,237.40	CONTRACT SERVICES	673	SERVAM BY WRIGHT LLP
607953	07/24/2025	\$497.55	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607954	07/24/2025	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
607955	07/24/2025	\$1,500.00	CONTRACT SERVICES	5010	SHOWBIZ RESTROOMS, LLC



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607956	07/24/2025	\$2,900.00	CONTRACT SERVICES	3284	VANESSA SIDA
607957	07/24/2025	\$80.00	GENERAL GOVERNMENT	5098	ALEJANDRO SOLANO
607958	07/24/2025	\$15,502.99	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607959	07/24/2025	\$10,144.50	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
607960	07/24/2025	\$755.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
607961	07/24/2025	\$2,890.00	CONTRACT SERVICES	4925	SOUTHSTAR ENGINEERING & CONSULTING INC
607962	07/24/2025	\$850.00	CONTRACT SERVICES	4520	STARBIANO LLC
607963	07/24/2025	\$700.00	CONTRACT SERVICES	4557	STEVE MONREAL DBA FLIRTBAND
607964	07/24/2025	\$1,530.00	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
607965	07/24/2025	\$1,010.90	TRAVEL & MEETINGS	5036	STEVE TAMAE
607966	07/24/2025	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
607967	07/24/2025	\$1,892.80	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607968	07/24/2025	\$4,200.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607969	07/24/2025	\$2,682.90	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607970	07/24/2025	\$1,075.00	CONTRACT SERVICES	3462	THE WALKING MAN INC
607971	07/24/2025	\$750.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ DBA TONY TIGAH
607972	07/24/2025	\$5,146.66	CONTRACT SERVICES	20070	UC REGENTS
607973	07/24/2025	\$1,540.37	SUPPLIES	45120	ULINE INC
607974	07/24/2025	\$25,318.15	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607975	07/24/2025	\$3,146.52	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607976	07/24/2025	\$250.00	GENERAL GOVERNMENT	4711	MONICA VELASCO
607977	07/24/2025	\$250.00	GENERAL GOVERNMENT	5095	VICTORY OUTREACH
607978	07/24/2025	\$3,888.34	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
607979	07/24/2025	\$2,250.00	CONTRACT SERVICES	5012	JAMES ANTHONY BYNDON DBA JABB PRO INC.
607980	07/24/2025	\$980.96	VEHICLE MAINTENANCE/EXPENSES	3978	ISLAS TIRES INC.
607981	07/24/2025	\$50.00	SALARIES	4991	ASHLEY LEPE
607982	07/24/2025	\$50.00	SALARIES	4988	JOSHUA ULLOA
607983	07/31/2025	\$7,555.40	SUPPLIES	31600	4 IMPRINT
607984	07/31/2025	\$288.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
607985	07/31/2025	\$295.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS INC
607986	07/31/2025	\$8,783.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC
607987	07/31/2025	\$3,500.00	CONTRACT SERVICES	3705	KAROL BALA
607988	07/31/2025	\$1,800.00	SUPPLIES	5110	CARLOS PAVON ARIZCORRETA DBA CHURROS EL BOCHITO
607989	07/31/2025	\$8,788.05	UTILITY SERVICES	39550	AT&T



City of Montebello
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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
607990	07/31/2025	\$61.06	UTILITY SERVICES	39550	AT&T
607991	07/31/2025	\$405.86	SUPPLIES	1529	ATHANS ICE HOUSE
607992	07/31/2025	\$1,500.00	EDUCATION REIMBURSEMENT	5106	ADAM BICKFORD
607993	07/31/2025	\$415.31	SUPPLIES	159	BOUND TREE MEDICAL LLC
607994	07/31/2025	\$7,200.00	DUES & SUBSCRIPTIONS	55	CALIFORNIA CONTRACT CITIES ASSOC
607995	07/31/2025	\$750.00	DUES & SUBSCRIPTIONS	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION
607996	07/31/2025	\$963.30	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607997	07/31/2025	\$2,688.88	SUPPLIES	409	CARAVAN CANOPY INTL INC
607998	07/31/2025	\$50.00	SALARIES	4985	RICHARD CARLIN
607999	07/31/2025	\$765.00	CONTRACT SERVICES	40850	MARIA E CASAS
608000	07/31/2025	\$140.00	POLICE RELATED FEES	5105	ANDRES OCTAVIO CONTRERAS
608001	07/31/2025	\$9,868.00	DUES & SUBSCRIPTIONS	31150	DEPARTMENT OF CONSERVATION
608002	07/31/2025	\$530.10	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
608003	07/31/2025	\$47,058.25	CONTRACT SERVICES	4519	ELENA MILLA DBA GENUINE GENERAL CONTRACTOR
608004	07/31/2025	\$1,867.38	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
608005	07/31/2025	\$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
608006	07/31/2025	\$6,959.17	UNIFORM EXPENSE	55650	GALLS LLC
608007	07/31/2025	\$345,640.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
608008	07/31/2025	\$3,199.73	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
608009	07/31/2025	\$3,987.66	PREPAID EXPENSES	37480	GOSERCO INC
608010	07/31/2025	\$2,300.00	CONTRACT SERVICES	5100	GREAT ARCHITECH LLC
608011	07/31/2025	\$431.45	SUPPLIES	5107	GREENSHINE NEW ENERGY LLC
608012	07/31/2025	\$40.00	CARPOOL INCENTIVE	4920	NOEL GUZMAN
608013	07/31/2025	\$140.00	POLICE RELATED FEES	4913	ARNOLD ARTHUR HARRISON
608014	07/31/2025	\$5,562.80	SUPPLIES	2059	HASA INC
608015	07/31/2025	\$425.00	CONTRACT SERVICES	993	IVA SOLUTIONS INC
608016	07/31/2025	\$4,531.25	CONTRACT SERVICES	3138	KITTELSON & ASSOCIATES INC
608017	07/31/2025	\$4,313.50	CONTRACT SERVICES	3716	KOA CORPORATION
608018	07/31/2025	\$140.00	POLICE RELATED FEES	5101	JOHNNY FRANKLAN LANKFORD
608019	07/31/2025	\$350.00	EDUCATION REIMBURSEMENT	4477	TROY LE
608020	07/31/2025	\$40.00	CARPOOL INCENTIVE	4922	MICHELLE LEGGETT
608021	07/31/2025	\$2,050.00	CONTRACT SERVICES	338	LAN T LIU
608022	07/31/2025	\$40.00	CARPOOL INCENTIVE	5041	ZACHARY LOPEZ
608023	07/31/2025	\$1,089.49	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL



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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
608024	07/31/2025	\$15,930.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
608025	07/31/2025	\$1,061.00	CONTRACTORS	5109	ISSAC MASHIAN
608026	07/31/2025	\$380.00	CONTRACT SERVICES	4111	MBM FUEL TANK TESTING AND EQUIPMENT
608027	07/31/2025	\$400.00	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
608028	07/31/2025	\$650.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
608029	07/31/2025	\$12,700.00	CONTRACT SERVICES	4595	NETFILE INC
608030	07/31/2025	\$799.25	CONTRACT SERVICES	41180	MANUEL NUNEZ
608031	07/31/2025	\$1,603.19	CONTRACT SERVICES	62430	ORBIT PARTY RENTALS INC
608032	07/31/2025	\$100.00	EDUCATION REIMBURSEMENT	4847	CHRISTOPHER ORLOWOSKY
608033	07/31/2025	\$867.74	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
608034	07/31/2025	\$20,823.13	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
608035	07/31/2025	\$117,616.52	VEHICLE PURCHASES	2846	SANTANDER BANK NA
608036	07/31/2025	\$1,516.16	SUPPLIES	4884	SDK INVESTMENT GROUP DBA SDK BUILDING SUPPLIERS
608037	07/31/2025	\$140.00	POLICE RELATED FEES	5057	MELISSA SERRANO QUINTERO
608038	07/31/2025	\$4,432.38	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
608039	07/31/2025	\$164.00	CONTRACT SERVICES	3284	VANESSA SIDA
608040	07/31/2025	\$2,000.00	CONTRACT SERVICES	4771	RYAN SILVERBERG
608041	07/31/2025	\$8,892.00	DUES & SUBSCRIPTIONS	11560	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT
608042	07/31/2025	\$21,101.76	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608043	07/31/2025	\$875.43	CONTRACT SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608044	07/31/2025	\$449.66	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
608045	07/31/2025	\$583.74	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
608046	07/31/2025	\$17,980.45	UTILITY SERVICES	526	T-MOBILE USA INC
608047	07/31/2025	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
608048	07/31/2025	\$2,227.72	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
608049	07/31/2025	\$1,750.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
608050	07/31/2025	\$1,125.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
608051	07/31/2025	\$40.00	CARPPOOL INCENTIVE	4781	TAM TIEU
608052	07/31/2025	\$64.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ DBA TONY TIGAH
608053	07/31/2025	\$352,710.62	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
608054	07/31/2025	\$904.98	SUPPLIES	45120	ULINE INC
608055	07/31/2025	\$50.00	SALARIES	4988	JOSHUA ULLOA
608056	07/31/2025	\$1,549.38	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
608057	07/31/2025	\$6,077.38	UTILITY SERVICES	23610	VERIZON WIRELESS



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608058	07/31/2025	\$15,907.50	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
608059	07/31/2025	\$3,460.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
608060	07/31/2025	\$40.00	CARPPOOL INCENTIVE	5038	JESSIE WOO
608061	07/31/2025	\$149.00	TRAVEL & MEETINGS	5069	CHRISTOPHER WOOD
608062	07/31/2025	\$626.64	CONTRACTORS	5094	ALFONSO ZAVALA
608063	07/31/2025	\$40.00	CARPPOOL INCENTIVE	4327	ROSEMARY PERICH
608064	07/31/2025	\$20,980.90	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608065	07/31/2025	\$120.86	CONTRACT SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608066	07/31/2025	\$656.41	TRAINING	4736	JOE DE LA TORRE
608067	07/31/2025	\$200.00	TRAINING	4736	JOE DE LA TORRE
608068	07/31/2025	\$1,452.33	CONTRACT SERVICES	4736	JOE DE LA TORRE
608069	07/31/2025	\$140.00	POLICE RELATED FEES	4808	LORENZO LOPEZ
	CHECK TOTAL	<u>\$10,076,402.93</u>			
1535	06/12/2025	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	SUCCESSOR TOTAL	<u>\$2,255.00</u>			
	GRAND TOTAL	<u>\$16,763,043.08</u>			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

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



City Council Forecasted Agenda Calendar - August

August 27th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Presentation by SGVCOG	Presentation	Public Affairs	David S.
	Award Contract for CP 925 Senior Center Remodel	Regular Business	Public Works	Cesar R.
	Authorization to release RFP for Citywide landscape services	Consent	Parks & Rec	David S.
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.