



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, SEPTEMBER 10, 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 – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
F. Tucker-Schuyler v. City of Montebello
Case No. ADJ10561152, ADJ10561411, ADJ10562671
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
A. Martinez v. City of Montebello
Case No. ADJ16723987, ADJ16723988
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
J. Cisneros v. City of Montebello
Case No. ADJ18100540
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
E. Jimenez v. City of Montebello
Case No. ADJ16487448, ADJ7213165, ADJ8349918, ADJ4197522, ADJ8467039, ADJ4015621
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Awilda Perez vs. City of Montebello
Los Angeles Superior Court Case No. 22STCV38433
6. **PUBLIC EMPLOYEE ANNUAL EVALUATION**
Government Code Section 54957(b)(1)
Title: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATIONPLEDGE OF ALLEGIANCECORRECTIONS TO THE AGENDA - CITY MANAGERCEREMONIAL ITEMS/PRESENTATIONS

7. CITIZEN OF THE MONTH - ARMANDO BERNAL
8. PROCLAMATION FOR PATRIOT DAY AND NATIONAL DAY OF REMEMBRANCE
9. PROCLAMATION FOR NATIONAL HISPANIC HERITAGE MONTH
10. PROCLAMATION FOR NATIONAL PREPAREDNESS MONTH
11. PROCLAMATION FOR RAIL SAFETY MONTH
12. LEEAF BUSINESS BOOST PROGRAM GRADUATES
13. CALTRANS AUDIT

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 INTERESTREGULAR BUSINESS - NONECONSENT CALENDAR

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

14. **ACCEPT AWARD OF \$50,000 FROM LOS ANGELES COUNTY FIRST DISTRICT SUPERVISOR HILDA SOLIS FOR THE CITY'S HUMANITARIAN SERVICES PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Accept funding in the amount of \$50,000 from the Los Angeles County Board of Supervisors – First District (Supervisor Hilda L. Solis) to support the City's Humanitarian Services Program for families impacted by immigration raids; and,
2. Amend the Fiscal Year 2025–26 budget by increasing appropriations by \$50,000 in Account No. 299-20-299-6040.10 (Humanitarian Assistance Program Fund, Other Contract Services [Expenditures]) and Account No. 299-99-3998 (Humanitarian Assistance Program Fund, MISC Revenue [Revenue]); and,
3. Take such additional, related action that may be desirable.

15. **APPROVE AGREEMENT NO. 4379 WITH GOODYEAR TIRE & RUBBER COMPANY FOR BUS TIRE LEASE SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4379 with Goodyear Tire & Rubber Company (Goodyear Tire), for a three-year (3-year) term with the option for renewal of up to two (2), additional one-year (1-year) terms, for Tire Lease Services (Request for Proposals No. 25-14); and
2. Authorize the City Manager to execute and finalize Agreement No. 4379 with Goodyear Tire on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) of the total amount for each fiscal year; and
4. Take such additional, related, action that may be desirable.

16. ADOPT RESOLUTION NO. 25-81 APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO ACCEPT MONTEBELLO BUS LINES' PARTICIPATION IN THE ZERO EMISSION TRANSIT CAPITAL PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-81 approving an amendment to the Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to accept Montebello Bus Lines' (MBL) reduced allocation amount of \$1,180,848 from the Zero Emission Transit Capital Program (ZETCP), effective June 26, 2025, through June 30, 2028; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be reasonable and necessary.

17. APPROVE AGREEMENT NO. 4381 WITH PARKING COMPANY OF AMERICA (PCAM), LLC FOR METROLINK RAIL FEEDER SHUTTLE SERVICE

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4381 with Parking Company of America, LLC for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for a total not-to-exceed amount of \$1,703,179, for the Metrolink Rail Feeder Shuttle Service (Montebello LINK) Request for Proposals No. 25-11; and
2. Authorize the City Manager to execute and finalize Agreement No. 4381 with the Parking Company of America, LLC (PCAM) on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) of the total amount for each fiscal year; and
4. Take such additional, related, action that may be desirable.

18. APPROVE RESOLUTION NO. 25-82 DECLARING CERTAIN REAL PROPERTY OWNED BY THE CITY TO BE "SURPLUS LAND" PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT AND DIRECTING THE RELEASE OF A NOTICE OF AVAILABILITY

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 25-82 declaring certain City-owned property, more particularly described in Exhibit A, as "Surplus Land" pursuant to Government Code Section 54221(b); and
2. Authorize the Director of Planning and Community Development to prepare and transmit a written Notice of Availability for the Property in compliance with Government Code Section 54222; and
3. Authorize the City Manager, or designee, to take all necessary actions to carry out the intent of this Resolution and ensure compliance with the Surplus Land Act; and
4. Take such additional, related action that may be desirable.

19. APPROVAL OF MINUTES: AUGUST 13, 2025, CITY COUNCIL MEETING; AUGUST 27, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

20. **PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-80 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 10, 2025**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-80 approving the Warrant Register dated September 10, 2025.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on September 24, 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, September 7, 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 # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

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

SUBJECT: ACCEPT AWARD OF \$50,000 FROM LOS ANGELES COUNTY FIRST DISTRICT SUPERVISOR HILDA SOLIS FOR THE CITY'S HUMANITARIAN SERVICES PROGRAM

DATE: September 10, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept funding in the amount of \$50,000 from the Los Angeles County Board of Supervisors – First District (Supervisor Hilda L. Solis) to support the City's Humanitarian Services Program for families impacted by immigration raids; and,
2. Amend the Fiscal Year 2025–26 budget by increasing appropriations by \$50,000 in Account No. 299-20-299-6040.10 (Humanitarian Assistance Program Fund, Other Contract Services [Expenditures]) and Account No. 299-99-3998 (Humanitarian Assistance Program Fund, Misc Revenue [Revenue]); and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended action will amend the Fiscal Year 2025–26 budget to increase appropriations by \$50,000 in the Humanitarian Assistance Program Fund (Account No. 299-20-299-6040.10 / 299-99-3998). Funding is provided through a Social Program Agreement (SPA Contract No. CP-01-7208) with the County of Los Angeles, under the direction of First District Supervisor Hilda L. Solis. No matching funds are required as part of this agreement.

This \$50,000 is in addition to the original \$100,000 allocation previously approved by the City Council on June 25, 2025. The additional funds will enable the City to continue providing essential services, including rental assistance, utility support (i.e, electricity, gas, water), grocery vouchers, and addressing other urgent household needs.

BACKGROUND/DISCUSSION:

In June 2025, the City Council approved the creation and funding of the Montebello Humanitarian Services Program in response to increased immigration enforcement operations negatively impacting Montebello residents. The program, initially funded with \$100,000 from the City's General Fund, provides emergency and essential assistance to residents experiencing hardship due to the separation of families, loss of income, and fear of accessing basic necessities due to increased immigration enforcement throughout the region.

City staff have been managing the program with careful intake, needs-based assessments, and strict confidentiality protections. Assistance categories include food insecurity, utility support (i.e., electricity, gas, water), rental or mortgage payments, and emergency expenses. Case managers continue to track utilization and outcomes.

In July 2025, staff submitted a funding request application to Supervisor Hilda Solis' office for \$50,000 in funding for the City's Humanitarian Services Program. In August 2025, the County of Los Angeles transmitted an executed Social Program Agreement (Contract No. CP-01-7208) awarding \$50,000 to the City of Montebello for continuation of this critical program.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends accepting the \$50,000 from the Los Angeles County First District Supervisor's office to supplement the City's Humanitarian Services Program. This appropriation will extend the Humanitarian Services Program, and continue to provide resources and services to families most affected by recent federal immigration actions and strengthen the City's commitment to supporting vulnerable residents. The recommended actions also require amending the Fiscal Year 2025–26 budget by increasing appropriations by \$50,000 in Account No. 299-20-299-6040.10 (Humanitarian Assistance Program Fund, Other Contract Services [Expenditures]) and Account No. 299-99-3998 (Humanitarian Assistance Program Fund, MISC Revenue [Revenue]).

ATTACHMENT(S)

1. Attachment A - Social Program Agreement (SPA) - CP-01-7208

**AGREEMENT NO. 4399 WITH
LA COUNTY BOARD OF
SUPERVISORS
AND
CITY OF MONTEBELLO**

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
EDWARD YEN
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS
HOLLY J. MITCHELL
LINDSEY P. HORVATH
JANICE HAHN
KATHRYN BARGER

August 18, 2025

Raul Alvarez
City of Montebello
1600 W. Beverly Blvd
Montebello, California 90640

Dear Raul Alvarez:

Enclosed for your review and signature is Social Program Agreement (Contract # CP-01-7208). First District Supervisor Hilda Solis of the Los Angeles County Board of Supervisors has pledged financial assistance in the amount of \$50,000.00 to City of Montebello.

In order to process the agreement, we require the following documentation to be completed, signed, and provided by an authorized representative of the organization:

- **Social Program Agreement**
- **County vendor ID number** (Required for doing business with the County. Register [here](#).)

Please sign and complete the Agreement within 10 business days. Please note any corrections to the attached Agreement must be submitted in writing to the e-mail address listed below. In addition, please confirm that the organization name listed on the Agreement matches the organization name (or DBA) used for your WebVen profile. All names must match in order to process the Agreement for payment; any deviations may delay payment.

Upon termination of the agreement, **a Final Report ([Download Blank Copy](#)), Expenditure Summary Spreadsheet, and supporting documentation detailing the actual expenditures must be submitted to the Executive Office of the Board of Supervisors within 60 days after the termination of this Agreement.** All funding must be spent within the designated contract period; expenditures dated outside of the contract period will not be accepted and may result in forfeiture of the funds. If you have any questions, please contact me at (213) 974-6958 or email me at KNathan@bos.lacounty.gov.

Very truly yours,

Kyler Nathan For

Susan Huff
Administrative Deputy

SH: *kn*

c: Cindy Chen, Chief of Staff, First District

383 KENNETH HAHN HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 FAX (213) 620-0636

SOCIAL PROGRAM AGREEMENT

Contract No. CP-01-7208

Fiscal Year 2025-2026

Name of Organization: City of Montebello
Address: 1600 W. Beverly Blvd, Montebello, California 90640
Website (if applicable) https://www.montebellocal.gov
Contractor's Project Director: Raul Alvarez **Telephone No.:** (323) 887-1200

Status of Organization: Profit Non-Profit ☒

Description of Organization: The mission of the City of Montebello is to be committed to delivering high-quality public services, fostering a vibrant and inclusive community, and enhancing the well-being of all residents through responsible governance and community partnerships.

Description of Program/Project: The funds will be used by the City of Montebello towards their Humanitarian Service Program. This program provides a wide range of assistance to families negatively impacted by the recent immigration enforcement actions in the community. The funds will be directly used towards services that will provide families and individuals support for rental assistance, utility payments (electricity, water, gas, etc.), case management, mental health, and emergency assistance. The programs and services offered to the community will prioritize a rapid response, confidentially, and provide stabilization of basic needs, such as housing, food, and utilities for residents experiencing hardship due to immigration enforcement actions.

Proposed Social Need to be Satisfied: Public safety programs; Health and social services initiatives and programs

Contract Period: 7/01/2025 - 6/30/2027 **Grant Amount:** \$50,000.00

Total Proposed Expenditures:

1) Personnel Costs: \$0.00 **2) Non-Personnel Costs:** \$50,000.00

County Department: Board of Supervisors, First District
County Contact Person: Marilyn Garcia **Telephone No:** 213-974-4111

Contractor verifies that:

- I have the power to execute this contract.
- I have read the attached Terms and Conditions and agree thereto.
- Financial and program records will be maintained for 3 years.
- A Final Report and supporting documentation on the results and expenditures of this project will be made within 60 days from the expiration or termination of this Agreement to the Executive Office.
- These funds will be used for the program specified above and will only be spent within the Contract Period. All unused funds will be returned at the end of the Contract Period.


Raul Alvarez (Aug 22, 2025 17:48:34 PDT)

City Manager

08/20/2025

Contractor Signature

Title

Date

Raul Alvarez

ralvarez@montebelloca.gov

500074

Contractor Printed Name

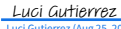
Contractor E-mail Address

County WebVen No.

COUNTY OF LOS ANGELES

Pursuant to Government Code Sections 23005, and 26227, and an adopted Resolution by the Board of Supervisors:

By


Luci Gutierrez (Aug 25, 2025 11:35:59 PDT)

FESIA A. DAVENPORT
Chief Executive Officer

By


Oscar Valdez (Aug 22, 2025 13:27:00 PDT)

OSCAR VALDEZ
Auditor-Controller

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By



DEPUTY

By



For

EDWARD YEN
Executive Officer, Board of Supervisors

SOCIAL PROGRAM AGREEMENT TERMS AND CONDITIONS

1. COMPENSATION

The COUNTY shall compensate the CONTRACTOR payable upon execution of the Social Program Agreement ("Agreement").

2. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform all services included in this Agreement in an independent capacity and neither CONTRACTOR nor CONTRACTOR'S employees shall be considered as employees of the COUNTY. This Agreement is by and between the CONTRACTOR and the COUNTY and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the COUNTY and the CONTRACTOR.

3. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the COUNTY and the CONTRACTOR for services to be performed.

4. ASSIGNMENTS AND SUBCONTRACTS

The CONTRACTOR may enter into subcontracts for performance of portions of this Agreement only upon receipt of prior written consent of the County Department Director or his/her designee. All appropriate provisions and requirements of this Agreement shall apply to the sub-agreement. The CONTRACTOR shall be held responsible by the COUNTY for performance of any sub-contractor.

5. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR'S operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of CONTRACTOR by any person pursuant to this Agreement.

6. INSURANCE

Without limiting CONTRACTOR'S indemnification of COUNTY, the CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY'S Risk Manager and evidence of such programs satisfactory to the COUNTY shall be delivered to County Contact Person on or before the effective date of this Agreement. These minimum insurance coverage terms, types and limits also are in addition to and separate from any other any other contractual obligation imposed upon the Contractor pursuant to this Agreement. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured. Neither the COUNTY'S failure to obtain, nor the COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the insurance coverage requirements. CONTRACTOR shall insure the following insurance coverage as it applies to this Agreement:

A. Commercial General:

Providing scope of coverage equivalent to ISO policy form CG 00 01, with limits of not less than \$1 million per occurrence.

B. Automobile Liability:

Providing scope of coverage equivalent to ISO policy form CA 00 01, with limits of not less than \$1 million for bodily injury and property damage. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement, and including Employers' Liability coverage with a \$1 million per limit.

D. Crime Insurance:

If, under the terms of the Agreement, CONTRACTOR'S program involves pick up, carrying, guarding or handling large amounts of cash or other highly valued items on behalf of the County, a comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:

- (1) Dishonesty or fraudulent acts of officers, directors, or employees of CONTRACTOR, or
- (2) Disappearance, destruction or wrongful abstraction inside or outside the premises or CONTRACTOR, while in the care, custody or control of the CONTRACTOR, or
- (3) Sustained through forgery or direction to pay a certain sum in money.

E. Sexual Misconduct Liability:

If, under the terms of this Agreement, CONTRACTOR'S program or project involves care or supervision of children, seniors, and/or other vulnerable persons, CONTRACTOR shall provide insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

F. Professional Liability – Errors and Omissions:

If, under the terms of this agreement, CONTRACTOR'S program or project involves provision of medical, legal, accounting, architectural, engineering, interpreting, programming, or consulting services, CONTRACTOR shall provide Professional Liability insurance covering CONTRACTOR'S professional liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

G. Property Coverage:

If, under the terms of this agreement, CONTRACTOR shall have possession of rented or leased or be loaned any COUNTY-owned real or personal property, CONTRACTOR shall provide:

- (1) Real Property: insurance providing Special form ("all risk") coverage for the full replacement value.
- (2) Personal Property: Insurance providing Special form ("all risk") coverage for the actual cash value.

7. RECORDS RETENTION AND INSPECTION

Within ten (10) days of COUNTY'S written request, CONTRACTOR shall allow COUNTY access to financial and program records during regular business hours at any place CONTRACTOR keeps those records.

8. CONFLICT OF INTEREST

CONTRACTOR covenants that neither the CONTRACTOR nor any of its agents, officers, its employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

CONTRACTOR, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

9. ASSURANCES

The CONTRACTOR gives and certifies with respect to the program that it will comply with all applicable COUNTY, state, and federal laws and regulations including, but not limited to Federal OMB Circulars A-102, A-110, A-122, and A-133 as they apply to the CONTRACTOR.

The CONTRACTOR further assures that:

A. Authority:

It possesses legal authority to execute the proposed program, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the CONTRACTOR'S governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the

**SOCIAL PROGRAM AGREEMENT
TERMS AND CONDITIONS**

program specified and to provide such additional information as may be required by the COUNTY.

B. Civil Rights:

CONTRACTOR shall abide by the provisions of the Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e (17), (P.L. 88-353), and applicable Federal and State laws, rules and regulations prohibiting discrimination under any program activity or employment for which CONTRACTOR received funding under this Agreement. Any subcontracts awarded by CONTRACTOR shall contain this provision.

C. Prohibited Actions:

CONTRACTOR agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The CONTRACTOR agrees to comply with the provision of the Federal Hatch Act (5 U.S.C. Section 1501 et seq.), as amended, and with Section 675 (e) of Subtitle B of Title VI of Pub. L. 97-35, which limits political activity of certain State and local employees, and with 31 U.S.C. Section 1352, and with Section 319 (a)(1) of Title III of Pub. L. 101-121 (which prohibits use of Federal funds to influence the award of Federal contracts or grants).

D. OSHA/CAL-OSHA Compliance:

CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) and the California Occupational Safety and Health Act (Cal.Labor Code §6300).

10. SUSPENSION AND TERMINATIONS

The CONTRACTOR agrees to suspend program operations for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County Project Director. This provision will be applied if, in the judgment of the County Project Director, circumstances exist which could result in illegal or inappropriate expenditures of program funds. Either party may terminate this agreement or any part hereof by giving fifteen (15) days notice to the other.

The County Department Director or his/her designee may terminate this Agreement immediately by written notice to the CONTRACTOR upon CONTRACTOR'S failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the COUNTY determine that CONTRACTOR'S failure to perform relates to only part of the services CONTRACTOR is performing, the COUNTY, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, COUNTY shall pay to CONTRACTOR for all allowable budgeted costs actually incurred by CONTRACTOR prior to the effective date of such termination less payments paid by COUNTY for such services.

If this Agreement is terminated, CONTRACTOR shall within five (5) days of receipt of notice of termination from COUNTY, notify all other parties who are subcontractors of the CONTRACTOR of such termination.

Payment shall be made upon the filing with the COUNTY, by CONTRACTOR, of a voucher(s) evidencing the time expended and the cost incurred. Said vouchers must be filed with the COUNTY thirty (30) days of date of said termination.

11. FAIR LABOR

CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

12. CITIZENSHIP

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or COUNTY, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing

services under this agreement.

13. COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

14. USE OF RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

16. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

17. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

18. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

19. TERMINATION FOR DEFAULT

Services performed under this Agreement[may be terminated immediately in whole or in part by COUNTY by providing to CONTRACTOR a written Notice of Default if 1) CONTRACTOR fails to perform the services within the time specified in this Agreement or any extensions approved by COUNTY, 2) CONTRACTOR fails to perform any other covenant or conditions of this Agreement, or 3) CONTRACTOR fails to make progress so as to endanger its performance under this Agreement.

In its sole discretion, COUNTY may include in the Notice of Default a period of time for CONTRACTOR to cure the Default(s).

Without limitation of any additional rights or remedies to which it may be entitled, if COUNTY terminates all or part of the services because of CONTRACTOR'S Default, COUNTY, in its sole discretion, may procure replacement services, as determined by COUNTY at its sole discretion.

20. TERMINATION FOR IMPROPER CONSIDERATION

**SOCIAL PROGRAM AGREEMENT
TERMS AND CONDITIONS**

County may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR. CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

21. FINAL REPORT

CONTRACTOR shall complete and submit a report to the Executive Office of the County of Los Angeles Board of Supervisors ("Final Report") under penalty of perjury to identify the goals, objectives and specific activities stated in the Agreement, and to certify that the contract satisfied the social needs of the County. Further, the Final Report shall identify the actual expenses incurred and state the amount unused in order to be returned to the COUNTY. CONTRACTOR shall provide receipts and/or a budget to specify how funds were expended.

22. FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

23. ELECTRONIC OR DIGITAL SIGNATURES.

COUNTY and CONTRACTOR agree that this Agreement may be electronically or digitally signed, and the electronic or digital signatures appearing on this Agreement are the same as handwritten signatures for purposes of validity, enforceability and admissibility. CONTRACTOR may withdraw consent to sign documents electronically, or to otherwise conduct business, e.g., receiving documents, notices or disclosures, etc., by providing written notice to the COUNTY, pursuant to Paragraph No. 24, NOTICES, of the Terms and Conditions of this Agreement.

24. NOTICES

Notices will be sent to the CONTRACTOR addressed as follows:

City of Montebello
1600 W. Beverly Blvd,
Montebello, california 90640

Raul Alvarez	(323) 887-1200
(Contact Person)	(Telephone Number)

City of Montebello _____
(Contractor's Name)

Notices, performance and fiscal reports shall be sent to the COUNTY as follows:

Board of Supervisors
County of Los Angeles
500 W. Temple Street, Room 383
Los Angeles, CA 90012

Attention: KYLER NATHAN, FISCAL SERVICES

August 18, 2025

Social Program Agreement (SPA) Checklist
Contract No. CP-01-7208

Executive Office of the Board (Contracts Unit):

SP Purpose complies with Board Policy 4.090.
SP Purpose complies with Board office's intent.
SP The SPA Description of Program/Project is well-defined and identifies the responsibilities of the recipient.

County Counsel:

EP Purpose complies with Government Code 26227.
EP Purpose complies with Board Policy 4.090.
EP The SPA Description of Program/Project is well-defined and identifies the responsibilities of the recipient.

Executive Office of the Board (Contracts Unit):

mg Confirm organization is a registered County vendor and the profile address and organization name match the SPA and County vendor profile.

Executive Office of the Board (Disclosure Review):

mg Review Levine Act Declaration forms, reports, and resolve any Levine Act conflicts.
mg Review Board Disclosure of known Family Relationships and flag for placement on the Board's agenda prior to appropriation of money: ☒ N/A ☐ Agenda Date

Auditor-Controller:

OV Purpose complies with Board Policy 4.090.
OV Confirm any organization receiving \$7,500 or more has not been and/or is not currently under investigation by Auditor-Controller.
OV Purpose complies with Board office's intent (Confirm SPA details are accurate).
OV The SPA Description of Program/Project is well-defined and identifies the responsibilities of the recipient.
OV Confirm organization does not have outstanding uncashed checks.
OV Confirm organization is a registered County vendor and the profile address and organization name match the SPA and County Vendor profile.

Executive Office of the Board (EO Admin):

ZS Purpose complies with Board Policy 4.090.
ZS Purpose complies with Board office's intent.
ZS Confirm disclosure of a contract with a close family member has been announced in an open and public meeting, and noted in the official records of the Board, as necessary.

CEO:

LG Confirm receipt of the organization's non-contributions form and the Supervisor's recusal with the BOS-EO.
LG Purpose complies with Board Policy 4.090.
LG The SPA Description of Program/Project is well-defined and identifies the responsibilities of the recipient.
LG Determines whether executing the agreement is consistent with the CEO's delegated authority.



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: APPROVE AGREEMENT NO. 4379 WITH GOODYEAR TIRE & RUBBER COMPANY FOR BUS TIRE LEASE SERVICES

DATE: September 10, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4379 with Goodyear Tire & Rubber Company (Goodyear Tire), for a three-year (3-year) term with the option for renewal of up to two (2), additional one-year (1-year) terms, for Tire Lease Services (Request for Proposals No. 25-14); and
2. Authorize the City Manager to execute and finalize Agreement No. 4379 with Goodyear Tire on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) of the total amount for each fiscal year; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On August 11, 2025, Goodyear Tire submitted its best and final pricing of \$544,298 (Attachment A) for a three-year agreement. This final cost was established following a Best and Final Offer (BAFO) meeting to discuss and review the terms and services outlined in the original proposal. The vendor voluntarily reduced the total cost of the proposal, with the cost for each fiscal year broken down in Table 1 as follows:

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 10, 2025

Page 2 of 3

Table 1: Cost Allocation

Date	Cost
FY 2025-2026	\$176,608
FY 2026-2027	\$180,686
FY 2027-2028	\$187,004
Optional 1-Year Terms	
FY 2028-2029	\$193,525
FY 2029-2030	\$197,305

The agreement will be funded through the Transportation Department's Fiscal Year 2025-26 adopted operating budget (Account No. 600-90-915-6080.15: Transit Fund, Corporate Shop, Vehicle Maintenance/Expenses – Bus Parts). Therefore, a budget amendment is not required. Staff will allocate additional funding within the operating budget for subsequent fiscal years.

BACKGROUND/DISCUSSION:

On June 25, 2025, the City published RFP No. 25-14 (Attachment B) seeking a vendor to supply and deliver tires for urban heavy-duty transit buses and provide a tire attendant to service the transit fleet. The scope includes furnishing high-quality, durable tires that meet industry standards for performance, safety, and reliability in demanding city transit operations.

Proposals were due on Thursday, July 31, 2025, and two submissions were received from reputable vendors: Goodyear Tire and Bridgestone. On August 5, 2025, a three member evaluation committee reviewed the proposals using criteria aligned with the project's scope of work. The evaluation process considered factors such as cost, technical approach, and overall feasibility, ensuring each proposal was thoroughly and objectively assessed. The results of this review informed the selection of the most qualified vendor as follows:

Vendor	Panel Score
The Goodyear Tire & Rubber Company	92.67%
Bridgestone Americas Tires Operations	71.67%

ENVIRONMENTAL:

N/A

ANALYSIS:

Goodyear Tire was selected based on a review of the qualitative attributes (Project Management Plan, Proposed Project Team, Experience and Qualifications, Technical Approach, and Cost Proposal) presented in their proposal (Attachment C). The Evaluation Committee indicated that Goodyear Tire submitted the most responsive and complete proposal. In addition, Goodyear Tire provided a comprehensive, quality proposal that demonstrated to the Evaluation Committee that they can meet the requirements outlined in RFP No. 25-14.

Goodyear Tire has been providing tire leasing services for over a century, currently serving nearly 80 transit systems in North America, including four of the ten largest bus fleets. Their extensive client portfolio includes long-standing contracts with major agencies such as the Los Angeles County Metropolitan Transportation Authority, Golden Gate Bridge Highway and Transportation District, Central Contra Costa Transit Authority, and the City of Norwalk—relationships that in some cases span more than two decades.

In addition to supplying high-quality, durable tires like the Metro Miler G652 designed for demanding urban transit environments, Goodyear Tire delivers comprehensive maintenance programs, certified technicians, robust quality control processes, and nationwide logistical support. Their proven track record reflects a commitment to reliability, innovation, and customer-focused solutions that meet or exceed industry standards and regulatory requirements. Acknowledging these facts, staff recommend that the City Council consider awarding Agreement No. 4379 to Goodyear Tire, in response to the tire lease service RFP No. 25-14.

SUMMARY:

Staff recommend that the City Council award Agreement No. 4379, attached hereto in substantial form (Attachment D), to Goodyear Tire for an initial 3-year term with the option for renewal of up to two (2), additional 1-year terms, for a total not-to-exceed amount of \$544,298, in response to RFP No. 25-14 for tire lease services; authorize the City Manager to execute and finalize Agreement No. 4379 on the City's behalf; authorize the City Manager to approve change orders up to an additional 10% of the total amount for each fiscal year; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – BAFO Price Sheet
2. Attachment B – RFP 25-14
3. Attachment C – Goodyear Tire Proposal
4. Attachment D – Draft Agreement No. 4379

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS

RFP No. 25-14

Bus Tire Lease Services

RFP DUE: August 11, 2025

3 PM

BAFO
PRICE PROPOSAL



THE GOODYEAR TIRE & RUBBER COMPANY
200 Innovation Way D710
Akron, OH 44316-0001



The Goodyear Tire & Rubber Company

200 Innovation Way
Akron, Ohio 44316-0001

DATE August 11, 2025

TO Robert Fierro
Acting Senior Management Analyst
City of Montebello
Department of Transportation / Montebello Bus Lines
400 South Taylor Avenue
Montebello, CA 90640

SUBJECT Request for Proposal
No. 25-14 Bus Tire Lease Services
BAFO
Price / Cost Proposal

The Goodyear Tire & Rubber Company is pleased to offer our submission for tire leasing for a potential total period of five years.

Please contact me with any questions regarding the submission at:

Walter L. Welker
Manager Business Operations; Contract Acquisition and Compliance
The Goodyear Tire & Rubber Company
200 Innovation Way D/710
Akron, OH 44316-0001

Phone: 330-796-2862
Fax: 330-796-5641
Email: walt_welker@goodyear.com

We appreciate your consideration and look forward to discussing our submission to this procurement.

Best Regards,



Walter L. Welker
Manager Business Operations
Contract Acquisition and Compliance
Mileage Sales, Lease and Service

PROPOSAL PRICE SCHEDULE

PROPOSER NAME:

By execution below, proposer hereby offers to furnish services and materials at the price and terms stated herein subject to the specifications, instructions, and conditions which are part of RFP NO. 25-14

COST:

Year 1

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
305/70R22.5	1,987,000	6	\$0.007600	\$ 90,607.20

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$40.38	Monthly Charge 1 @ \$7,000	\$ 84,000.00
Total				\$176,607.20

Goal Proposer's Submittal Amount

DBE Participation 0 % \$0.00

Total Contract Amount in Words:

One hundred seventy-six thousand six hundred and seven dollars and twenty cents.

Year 2

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
305/70R22.5	1,987,000	6	\$0.007828	\$ 93,325.42

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$42.00	Monthly Charge 1 @ \$7,280	\$ 87,360.00
Total				\$180,685.42

Goal Proposer's Submittal Amount

DBE Participation 0 % \$0.00

Total Contract Amount in Words:

One hundred eighty thousand six hundred eighty-five dollars and forty-two cents.

Year 3

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
305/70R22.5	1,987,000	6	\$0.008064	\$ 96,139.01

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$43.68	Monthly Charge 1 @ \$7,572	\$ 90,864.00
Total				\$187,003.01

Goal Proposer's Submittal Amount

DBE Participation 0 % \$0.00

Total Contract Amount in Words:

One hundred eighty-seven thousand and 3 dollars and one cent.

Year 4 Optional

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
305/70R22.5	1,987,000	6	\$0.008306	\$ 99,024.13

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$ 45.43	Monthly Charge 1 @ \$ 7,875	\$ 94,500.00
Total				\$ 193,524.13

Goal	Proposer's Submittal	Amount
------	----------------------	--------

DBE Participation	0 %	\$ 0.00
-------------------	-----	---------

Total Contract Amount in Words:

One hundred ninety-three thousand five hundred and twenty-four dollars and thirteen cents.

Year 5 Optional

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
305/70R22.5	1,987,000	6	\$0.008306	\$ 99,024.13

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$47.25	Monthly Charge 1 @ \$ 8,190	\$ 98,280.00
Total				\$ 197,304.13

Goal	Proposer's Submittal	Amount
------	----------------------	--------

DBE Participation	0 %	\$ 0.00
-------------------	-----	---------

Total Contract Amount in Words:

One hundred ninety-seven thousand three hundred and four dollars and thirteen cents.

EXHIBIT D

RFP No. 25-14

BUS TIRE LEASE SERVICES

COST PROPOSAL SHEET

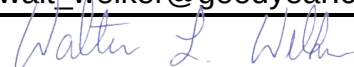
In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Vendor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Quantity	Description of Work	Cost of Needs
Lump sum	BUS TIRE LEASE SERVICES	\$ 933,123.89 (based on estimated vehicle miles)
		\$
		\$
		\$
		\$
		\$
		\$
		\$
	<i>TOTAL</i>	\$ 933,123.89

List other costs/fees:	Description	Cost/Fees
	California Tire Fee	\$1.75 per tire
	California Mileage Rate Equalization	

MRE is in lieu of California State Sales Tax.
MRE is also results in a lower rate than California State Sales Tax.

Contact Information:

Name & Job Title:	Walter L. Welker; Manager Business Operations; Mileage Sales, Lease & Service
Business Name:	The Goodyear Tire & Rubber Company
Address:	200 Innovation Way D710
City, State, Zip Code:	Akron, OH 44316-0001
Phone Number:	330-796-2862
E-mail Address:	walt_welker@goodyear.com
Authorized Signature:	 Date: August 11, 2025

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 25-14



BUS TIRE LEASE SERVICES

June 25th, 2025

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

TABLE OF CONTENT

Section	Page(s)
INTRODUCTION	4
COVER LETTER	5
TIMETABLE & SCHEDULE OF EVENTS	7
PROPOSAL SUBMISSION CHECKLIST	7
SECTION 1 - INSTRUCTIONS TO PROPOSERS	8
Proposal Format and Submittal	
Examination of Proposal Documents	
SECTION 2 - GENERAL TERMS AND CONDITIONS	9-16
Addenda	
Clarifications	
Discrepancies and Misunderstandings	
Withdrawals of Proposal	
References	
Proposal Signatures	
Pre Contractual Expenses	
City of Montebello Rights	
State Credentials and Taxes	
Responsibility for Compliance with Legal Requirements	
Confidentiality and Public Record	
Joint Offers	
Company Personnel	
Single Proposal Response	
Protest Procedures	
Incorporation of Proposal into Agreement	
Time of Completion	
Payment	
Contract Documents	
Scope of Contract	
Performance of Work	
Award of Contract	
Point of Contact	
Evaluation of Proposals	
Proposal Evaluation Criteria	
SECTION 3 - OTHER REQUIREMENTS	17-18
Licensing and Permit Requirement	
Liquidation Damages	
Bond Requirements	
SECTION 4 - FEDERAL REQUIREMENTS	19-33
Federal Funding, Incorporation of FTA Terms	
Federal Changes	
No Government Obligation to Third Parties	
Program Fraud and False or Fraudulent Statements or Related Acts	
Inspection and Retention of Records	

Suspension and Debarment	
Termination	
Civil Rights Requirements	
Disadvantaged Business Enterprise (DBE)	
Buy America	
Remedies/Sanctions for Breach of Contract	
Federal Prohibited Interest	
Lobbying	
Clean Air Requirements	
Clean Water Requirements	
Cargo Preference	
Fly America Requirements	
State Labor Provisions/Labor Compliance/Contract Work Hours and Safety	
Standards Act	
Seismic Safety	
Safety and Health Regulation	
Federal Energy Conservation Requirements	
Recycled Products	
Access Requirements for Individuals with Disabilities	
Privacy Act	
Federal Drug and Alcohol Requirements	
SECTION 5 - SCOPE OF WORK	34-40
SECTION 6 - QUALIFICATIONS	41
SECTION 7 - FORM OF CONTRACT (SAMPLE)	42-52
SECTION 8 - FORMS AND CERTIFICATIONS	
Letter of Transmittal	53
<u>EXHIBITS</u>	
Exhibit A - Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	
Exhibit B – References	
Exhibit C – Insurance	
Exhibit D – Cost Proposal Sheet	
Exhibit E – Statement of Disadvantaged Business Enterprise Participation	
Exhibit F – Bidder’s List of Subvendor (DBE and Non- DBE)	
Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions	
Exhibit H – Performance Guarantee Certification	
Exhibit I – Performance Bond	
Exhibit J – Irrevocable Standby Letter of Credit Certificate	
Exhibit K – Bank Draft	
Exhibit L – Buy America Provision	
Exhibit M – Drug Free Workplace	
Exhibit N – Compliance with 49 CFP Part 655	

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced vendors, licensed in the State of California, to supply and deliver tires designed for urban heavy duty transit bus use and a tire attendant to maintain its transit fleet. The project's scope encompasses the supply and delivery of tires specifically designed for urban heavy-duty transit bus use, ensuring optimal performance, durability, and safety in demanding transit environments. This includes sourcing tires that meet industry standards for quality and reliability, particularly for continuous operation on city routes. The contract will also encompass the provision of a tire attendant, responsible for maintaining the transit fleet's tires, including regular inspections, inflation checks, tread monitoring, and timely replacement to minimize downtime and ensure the buses remain in safe operating condition.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 1.8 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: June 26th, 2025

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 25-14

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

BUS TIRE LEASE SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), is seeking proposals from fully qualified and experienced vendors, licensed in the State of California, for the Bus Tire Lease Services. The scope of work involves the supply, delivery, and leasing of tires specifically designed for urban heavy-duty transit buses, ensuring optimal performance and safety for MBL's fleet. The selected vendor will also be responsible for providing tire maintenance services, including the assignment of a tire attendant to oversee regular inspections, inflation checks, tread monitoring, and timely replacements. The tire attendant will work in close coordination with MBL's maintenance team to ensure the transit fleet remains in safe and efficient operating condition. The vendor will be required to supply all necessary tools, equipment, and expertise to maintain tire quality throughout the service life of the tires. Additionally, the vendor will be responsible for ensuring compliance with all applicable regulations and safety standards throughout the contract term.

The term of the proposed agreement shall be a **three-year (3-year) term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful vendor.

A Pre-Proposal Meeting will be held on **Thursday, July 10, 2025**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Acting Senior Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: RFierro@montebellocity.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City's Point of Contact set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, July 31st, 2025**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: John Soria
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625, ext. 1315
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS (30-90 Days)

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	June 26 th , 2025
Pre-Proposal Meeting	Thursday	July 10 th , 2025, at 3:00 PM PST
Deadline to Submit Questions	Thursday	July 17 th , 2025, at 3:00 PM PST
Responses to Questions Provided	Thursday	July 24 th , 2025
Deadline to Submit Proposals	Thursday	July 31 st , 2025, at 3:00 PM PST
Presentations & Intent to Award	August/September	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subvendor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, July 31st, 2025.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and proposers' references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations because of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the City's right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the proposers' own risk. A proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Thursday, July 17th, 2025**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No proposing company shall at any time, after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members may travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal, it shall be signed, and the full name and address of the proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing the proposal in response to this request.

- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:
 - a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs; and/or
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do so by law .

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub vendor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful proposer's personnel shall always conduct themselves in a professional manner to all City employees. Rude or discourteous behavior by the successful proposer will not be tolerated and the offense can be justification for termination of contract. All sub-vendors of successful proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date. Protests related to matters other than the content of the RFP shall be received no later than five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily

delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful vendor (the "Vendor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Vendor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Vendor five (5) days' written notice thereof. Upon termination, MBL shall pay the Vendor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Vendor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Vendor breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The vendor shall be liable for all costs incurred by MBL because of such default.

SCOPE OF CONTRACT

The Vendor shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP (or the "Agreement") will be awarded to the responsive and responsible proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFPs.

An Evaluation Committee comprised of MBL staff, in accordance with the proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

POINT OF CONTACT

This RFP is issued by the City, and the Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
 Attention: Robert Fierro
 Acting Senior Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1115
 Email: RFierro@montebellocal.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the proposer is operating under a fictitious name or trade name, provide evidence that the proposer has filed for and/or registered the fictitious name with the county where the proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion, may contact any or all the proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

QUALITATIVE CONSIDERATIONS

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of bus tire lease services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing bus tire lease services of the same or similar magnitude. Presentation of a catalog of bus tire lease services experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The proposer's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	25 points

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, MBL and VENDOR/LESSOR agree that in case the item or equipment embraced in this Proposal shall not have been completed due to the failure of the VENDOR/LESSOR, MBL should recover said sum or sums of money, equal to the cost of engineering, inspection of work, and any additional and other expenses incurred from the VENDOR/LESSOR, from the surety or from both. The amount of these deductions shall be assessed as liquidated damages, and are not to be considered penalties. For administrative purposes, \$100 per-hour "not to exceed \$1,200 per-day," for every day beyond the specified date, as extended, shall be withheld as a special reserve to be applied as liquidated damages, if any, the amount of said damages to be determined as per the above mentioned method.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 25% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

The successful Vendor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Vendor to increase the amount of the existing bond or to obtain an additional bond.

If the Vendor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Vendor. The Vendor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Vendor to perform under the Contract. It must specifically reference the Contract between the City and the Vendor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Vendor is in default under the Contract.

SECTION 4 – FEDERAL REQUIREMENTS

FEDERAL FUNDING, INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Federal Transit Administration ("FTA") Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The VENDOR shall not perform any act, fail to perform any act or refuse to comply with any AGENCY requests that would cause AGENCY to be in violation of the FTA terms and conditions.

FEDERAL CHANGES

The VENDOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. VENDOR'S failure to so comply shall constitute a material breach of this Contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The AGENCY and VENDOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a part to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, VENDOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The VENDOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subvendor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The VENDOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, the VENDOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract of the FTA-assisted project for which this Contract work is being performed.

In addition to other penalties that may be applicable, the VENDOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the VENDOR to the extent the Federal Government deems appropriate.

The VENDOR also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the

authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the VENDOR, to the extent the Federal Government deems appropriate.

The VENDOR agrees to include the above two clauses in each sub-contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-vendor who will be subject to the provisions.

INSPECTION AND RETENTION OF RECORDS

The VENDOR shall permit authorized representatives of the AGENCY, the FTA Administrator, and the Comptroller General of the United States to inspect and audit all data and records of the VENDOR relating to its performance and its sub-contracts under this Contract from the date of the Contract through and until the expiration of three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case VENDOR agrees to maintain same until the AGENCY, the FTA Administrator, and the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The AGENCY retains ownership of all project documents and records maintained by the VENDOR on behalf of the AGENCY.

SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the VENDOR is required to verify that none of the VENDOR, its principals, as such defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The VENDOR is required to comply with 49 CFR 29, Subpart C and must include this requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal or proposal, the Proposer or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined that the Proposer or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this proposal. The Proposer or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TERMINATION

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

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Contract by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Contract in whole, or in part, by giving ten (10) business days' written notice to VENDOR. Upon the termination of this Contract as provided herein, the AGENCY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by AGENCY, the Parties agree that VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Contract, provided that: (1) such "non-refundable" costs were incurred by the VENDOR prior to the date of termination, and (2) that VENDOR provides the AGENCY with adequate proof that VENDOR incurred the costs, and is unable to be seek a refund for such costs. Such "nonrefundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Contract. VENDOR agrees to cease all work under this Contract on or before the effective date of any notice of termination. Pursuant to the Contract, all AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Contract.

CIVIL RIGHTS REQUIREMENTS

During the performance of this contract, the VENDOR agrees as follows:

- A. Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, the VENDOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
- B. Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying Contract:
 - 1. Race, Color, Creed, National Origin, Sex - The VENDOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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.
 - 2. Age - The VENDOR agrees to refrain from discrimination against present and prospective employees for reason of age.
 - 3. Disabilities - The VENDOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- C.** The VENDOR also agrees to include these requirements in each sub-contract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

AGENCY Assurance: AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract, or in the administration of its DBE Program. AGENCY shall take all necessary and reasonable steps under Part 26, Title 49 of the Code of Federal Regulations (CFR), to ensure nondiscrimination in the award and administration of DOT-assisted contracts. AGENCY'S DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this Contract. Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to AGENCY of its failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 et seq.).

Annual Overall Goal: In accordance with 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the AGENCY is required to establish an annual overall goal for the participation of DBEs in all contracts utilizing federal financial assistance. For the current fiscal year, the AGENCY has established a DBE participation goal of Three percent (3%).

AGENCY'S annual overall goal represents the amount of ready, willing, and able DBEs that are identified as available to participate in contracting opportunities, and is reflective of the amount of DBE participation AGENCY would expect absent the effects of discrimination.

Contract Goals: AGENCY intends to meet its goal to the maximum extent feasible through race neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal. Where race-neutral measures are inadequate to meet the annual overall goal, AGENCY will establish specific contract goals for particular projects with subcontracting opportunities.

At this time, AGENCY will meet DBE goal on federally assisted projects through race neutral measures. AGENCY supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime vendors to subcontract portions of their work that might otherwise perform with their own forces.

Good Faith Efforts: If a specific DBE participation goal is identified in the above, a proposer must demonstrate that it can meet this specified goal in the performance of this Contract in order for the proposal to be determined a responsive proposal. If a proposer cannot meet the specified goal, the proposer must demonstrate that it performed sufficient good faith efforts to meet the goal. A proposer who is not responsive shall be ineligible for award of contract.

Determination of Good Faith Efforts: If the amount of DBE participation does not meet the Contract-specific goal, the DBE Officer shall review the good faith effort report submitted by the proposer. The DBE Officer shall determine whether the proposer has performed the quality, quantity, and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the Contract-specific goal.

The kinds of effort that will be considered demonstrative of "Good Faith Efforts" include, but are not limited to, the following: Whether the VENDOR solicited through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work; whether the VENDOR solicited interest within sufficient time to allow the DBEs to respond and, if appropriate steps were taken, to follow-up with interested DBEs; whether the VENDOR selected portions of work to be performed by DBEs and, where appropriate, broke-

out contract work items into economically feasible units to facilitate DBE participation even when the VENDOR might otherwise prefer to perform these work items with its own forces; whether the VENDOR negotiated in good faith with interested DBEs (evidence includes names, addresses, and phone numbers; description of information provided regarding plans and specifications; and evidence as to why additional agreements could not be reached); whether the VENDOR made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; whether the VENDOR made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance; whether the VENDOR effectively used the services of available minority/women community organizations, vendors' groups, or other organizations to provide assistance; and whether other proposers on the procurement met the DBE goal.

Proposer's Right to Administrative Reconsideration: In the event that the DBE Officer determines that the responsible proposer has not met the Contract-specific goal, and has not demonstrated good faith efforts, the DBE Officer will notify the proposer in writing. The notification shall explain the basis and include the reasons for the determination, and shall inform the proposer of its right to submit further written documentation or appear before the Reconsideration Official prior to the time that a recommendation for award of contract is presented to the City Council. (The Reconsideration Official is a CITY representative who did not take part in the original determination.) After reconsideration, AGENCY shall provide the proposer with a written decision. The result of the reconsideration process is not appealable by the proposer.

In the event that the Reconsideration Official finds that the proposer has not met the Contract goal or demonstrated good faith efforts, AGENCY will deem said proposer not responsible and evaluate the proposer submitting the next proposal.

VENDOR Compliance with AGENCY DBE Policy: It is the policy of AGENCY to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to AGENCY'S construction, procurement, and professional services activities. To this end, AGENCY has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE program.

In connection with the performance of this Contract, the VENDOR will cooperate with AGENCY in meeting these commitments and objectives.

Required Proposal/Proposal Submittals: The VENDOR shall submit with its Proposal the name and address of each Sub-vendor it intends to employ, a description of the work which the Sub-vendor is to do, the dollar amount of each Sub-vendor contract, and such other information as may be required in order that AGENCY'S approval may be obtained as to reliability and ability to perform the work (**Proposers List of DBE Participating Firms**).

In addition, proposer shall submit within five (5) days of proposal opening the names and addresses of all DBE firms that will participate in the Contract; a description of the work that each DBE will perform; the dollar amount of the participation of each DBE firm; written documentation of commitment to use DBE Sub vendors whose participation the VENDOR submits to meet the Contract goal; and written confirmation from the DBE that it is participating in the Contract as provided in the VENDOR's commitment. (**Statement of Disadvantaged Business Enterprise Participation**)

AGENCY shall require that any DBEs listed by proposers for participation in the Contract be certified as eligible DBEs. AGENCY will accept current certifications by the DOT and its agencies, the Small Business

Administration, or other DOT federal financial assistance recipients, as appropriate. **Within five (5) days of proposal opening, DBEs with current certification must attach a copy of their current Letter of Certification and a copy of their current Statement of Personal Net Worth.**

AGENCY will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five (5) days of proposal opening in order to be included in the proposer's DBE achievement.

VENDOR Assurance: Pursuant to 49 CFR Part 26, the VENDOR is required to make the following assurance in its agreement with AGENCY and to include this assurance in any agreements it makes with sub vendors in the performance of this Contract:

"The VENDOR or Sub-vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The VENDOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the VENDOR or Subvendor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as AGENCY deems appropriate."

Prompt Payment to Sub-vendors: The VENDOR must pay Sub-vendors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the VENDOR by AGENCY. Prompt return of retainage payments from the VENDOR to the Sub-vendor will be made within 15 days after the Sub-vendor's work is satisfactorily completed.

Any delay or postponement of payment among the parties may take place only for good cause and with AGENCY'S prior written approval. If the VENDOR determines the work of the Sub-vendor to be unsatisfactory, it must notify AGENCY'S DBE Officer immediately in writing and state the reasons. Failure by the VENDOR to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

Reports of Payment to DBE Sub-vendors: The DBE Officer will monitor the amount actually paid by the VENDOR to Sub-vendors, and will require the VENDOR to provide monthly reports of payments to DBEs. A letter will be sent to the DBE Sub-vendors to verify the dollar amount.

The amount awarded to the DBE, the amount paid to the DBE as stated by the VENDOR, and the amount paid to the DBE as verified by the DBE, will be reported to the Federal Transit Administration (FTA).

Contract Change or Amendment: When a contract change or amendment is made, the VENDOR will submit a statement to the DBE Officer regarding how the change may affect DBE sub-contracting.

Reporting DBE Participation: The VENDOR is required to report all DBE participation on their contract whether or not the contract contains a specified DBE goal. The VENDOR is not to count participation of a DBE Subvendor until the amount being counted has been paid to the DBE.

Counting DBE Participation toward the Contract Goal: Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the VENDOR or its affiliate) may also be counted.

Commercially Useful Function: Work that a DBE sub-contracts to a non-DBE firm does not count toward DBE goals. Expenditures may only be counted if the DBE is performing a commercially useful function. A

DBE should perform at least 30 percent of the total cost of its contract with its own work force. Decisions on commercially useful function are subject to review by the FTA, but are not administratively appealable to DOT.

If materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, 60 percent of the cost will be counted.

DBE Replacement: The VENDOR must make a good faith effort to replace a defaulting DBE Sub-vendor with another certified DBE. The VENDOR must immediately notify the DBE Officer of the DBE's inability to perform, and provide reasonable documentation. The VENDOR must receive prior written approval on the substitute DBE from AGENCY. The VENDOR will provide copies of new or amended subcontracts and copies of the substitute DBE's current Letter of Certification and current Statement of Personal Net Worth.

If the VENDOR proposes to replace a DBE Sub-vendor with a non-DBE, sufficient good faith efforts documentation must be provided. If the VENDOR fails or refuses to comply in the time specified, AGENCY will issue an order stopping all, or part of, payment/work until satisfactory action has been taken. If the VENDOR still fails to comply, AGENCY may issue a termination for default proceeding.

Evaluation of Proposals with DBE Goals: After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible proposer, who also meets the Contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In the event that the proposer does not meet the Contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

BUY AMERICA

The Buy America requirement provides that Federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:

- A.** When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
- B.** When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- C.** When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 65 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
- D.** When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

The VENDOR, who seeks to establish grounds for an exception, must seek the exception, in writing, to the Procurement Analyst at least fifteen (15) days prior to proposal opening.

When a petition for investigation has been filed with FTA before award, the AGENCY reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, the AGENCY reserves the right to not open proposals prior to the resolution of the investigation by FTA. The VENDOR and all Sub-vendor with contracts of \$100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached "Buy America" Provision, with the proposal.

REMEDIES/SANCTIONS FOR BREACH OF CONTRACT

Pursuant to Article XII of the Contract, the AGENCY may terminate the Contract if the successful Proposer breaches the terms or violates the conditions of the Contract, and does not cure such breach or violation within the specified time period. The successful Proposer shall be liable for any and all costs incurred by AGENCY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful Proposer under this Contract [49CFR 18.36(i)(2)].

FEDERAL PROHIBITED INTEREST

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from {FTA Grant Agreement, Part II, Sec. 114 (m)}.

LOBBYING

VENDORS who apply or proposal for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

If the successful offeror, and/or primary Sub-vendor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to AGENCY. Form is available upon request.

CLEAN AIR REQUIREMENTS

The VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The VENDOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The VENDOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The VENDOR agrees to report

each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The VENDOR also agrees to include these requirements in each sub-contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE

The VENDOR agrees to the following clauses for the purchase of equipment, materials or commodities that may be transported by ocean vessel in carrying out the project:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to AGENCY (through the VENDOR in the case of a Sub-vendor's bill-of-lading).
- C. To include these requirements in all sub-contracts issued pursuant to this contract.

FLY AMERICA REQUIREMENTS

The VENDOR agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their vendors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The VENDOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The VENDOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

STATE LABOR PROVISIONS/LABOR COMPLIANCE/ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Prevailing Wage Rates: Attention is directed to the requirement that no less than the Prevailing Wage Rates shall be paid on this project. Certified Payrolls on AGENCY-approved State forms are required for all workmen. Rates of pay will be current State of California, as shown in the "General Prevailing Wage Rate" Manual as determined by the State Director of Industrial Relations.

VENDOR 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. FTA Grant Agreements, part II, section 119 (a).

Pursuant to the provisions of Section 1770 of the California Labor Code of the State of California, not less than the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, shall be maintained at all times during the course of the Contract. These rates are made a part of this Contract by reference. The VENDOR shall comply with Section 177.5 of the Labor Code of State of California for all apprentice-able occupations.

Labor Compliance: It is the policy of AGENCY that all VENDORS and Sub-vendors engaged in public works construction shall adhere to applicable laws and regulations. In accordance with this policy, for the duration of this Contract, AGENCY shall institute a labor compliance program to monitor compliance. The VENDOR shall cooperate fully with Labor Compliance monitoring efforts and the representatives engaged in this effort.

Because this project is subject to the provisions of State and Federal law governing public works contracts, all pertinent statutes and regulations are hereby incorporated by reference into this document as if set forth in their entirety, including Copeland Anti-Kickback Act requirements of 29 CFR part 3, Davis-Bacon and Related Act requirements of 29 CFR parts 1, 3, and 5, and Contract Work Hours and Safety Standards Act requirements of Section 107, 40 U.S.C. § 333 and 29 CFR part 1926. VENDORS and Sub-vendors by entering into, or performing work under this project agree to comply with all provisions of the law that apply to public works. It is the responsibility of the VENDOR to obtain and adhere to the latest edition of the statutes and regulations **including, but not limited to, the following:**

- A. Apprentices** - All apprentices employed on this project shall be bona fide apprentices registered with the State of California, Division of Apprenticeship Standards.
- B. Certified Payroll** - All VENDORS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.
- C. Payment Of The Prevailing Wage** - The VENDOR and all Sub-vendors under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.
- D. Working Hours** - The VENDOR shall pay workers employed on the Contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.
- E. Employee Interviews** - AGENCY, through its representatives, will conduct weekly on-site interviews of workers employed on the Contract. The interviews shall be conducted without the interference or obstruction of the VENDOR. No worker who is interviewed is to be threatened, coerced, or intimidated.

Violations: AGENCY will take cognizance of violations of the prevailing wage and public works laws committed during the course of this Contract. Such evidence of violation may result in the assessment of

penalties and forfeitures to the fullest extent allowed by law until compliance has been strictly effectuated. AGENCY may suspend or terminate a contract, or debar a VENDOR from future contracts, for breach of the Labor Compliance Requirements.

Contract Work Hours and Safety Standards Act

- A. Overtime requirements** - No VENDOR or sub-vendor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the VENDOR and any sub-vendor responsible therefore shall be liable for the unpaid wages. In addition, such VENDOR and sub vendor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- C. Withholding for unpaid wages and liquidated damages** – AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the VENDOR or sub vendor under any such contract or any other Federal contract with the same prime VENDOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime VENDOR, such sums as may be determined to be necessary to satisfy any liabilities of such VENDOR or sub vendor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- D. Sub-Contracts** - The VENDOR or sub-vendor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the sub vendors to include these clauses in any lower tier sub-contracts. The prime VENDOR shall be responsible for compliance by any sub-vendor or lower tier sub-vendor with the clauses set forth in this section.
- E. Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the VENDOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages

paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the VENDOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. VENDORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

SEISMIC SAFETY

The VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The VENDOR also agrees to ensure that all work performed under this Contract including work performed by a sub vendor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

SAFETY AND HEALTH REGULATION

The VENDOR agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 333, and applicable U.S. Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the VENDOR agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The VENDOR also agrees to include the requirements of this section in each sub-contract.

FEDERAL ENERGY CONSERVATION REQUIREMENTS

The VENDOR agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

The VENDOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The VENDOR also agrees to include these requirements in each sub-contract.

ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Prime VENDOR and all Sub-vendors on this project are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C.A. § 1612; and the following regulations and any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

PRIVACY ACT

The VENDOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

The VENDOR also agrees to include these requirements in each sub-contract.

FEDERAL DRUG AND ALCOHOL REGULATIONS

- A. Vendor hereby certifies that it will provide a drug and alcohol-free workplace and shall at all times during the term of the contract, observe and comply with the U.S. Department of Transportation and Federal Transit Administration's Drug and Alcohol testing regulations.

- B.** Vendor should establish and maintain a drug and alcohol policy to assure employee fitness for duty and to protect employees, passengers, and the public from the safety and health risks posed by the misuse of alcohol and the use of prohibited drugs. The policy shall comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They shall include the regulations promulgated by the U.S. Department of Transportation (DOT) and the Federal Transit Administration (FTA) , and include the following: DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and California Government Code Sections 8350 et seq. ("Drug-Free Workplace Act of 1990"). The Policy shall incorporate the requirements of the above regulations for safety-sensitive employees.
- C.** Vendor must submit its drug and alcohol testing policy to the City
- D.** City must certify annual compliance to FTA and shall provide assistance to Vendor in completing annual Management Information Systems reports during the term of the contract.
- i. Vendor shall submit to City drug and alcohol testing data using the appropriate FTA prescribed forms on an annual basis, no later than February 15th of each year following the close of the previous calendar year.
 - ii. Vendor shall submit to City drug and alcohol testing data using the appropriate FTA prescribed forms on an annual basis, no later than February 15th of each year following the close of the previous calendar year.

City of Montebello
 Department of Transportation
 400 South Taylor Avenue
 Montebello, CA 90640
 Attn: Drug and Alcohol Program Manager

- E.** Vendor shall provide City or designee with quarterly drug and alcohol testing reports using the applicable forms required by the FTA. The quarterly report must be submitted no later than the 15th of the month following the close of each quarter, as described below. Continued payment of Vendor invoices by City is contingent upon Vendor submission of the required reports on a timely basis and compliance with DOT and FTA mandated rules.

Quarterly Drug and Alcohol Reporting

1 st Quarter	Jan. Feb. Mar
2 nd Quarter	Apr. May Jun.
3 rd Quarter	Jul. Aug. Sep.
4 th Quarter	Oct. Nov. Dec.

Submit By:

April 15 th
July 15 th
October 15 th
January 15 th

- F.** The Project Manager for Vendor shall be responsible for the ongoing monitoring of Vendor compliance with DOT and FTA regulations, including ensuring that the quarterly and annual reports, as described above, are submitted on time.
- G.** City reserves the right to audit Vendor compliance on an annual basis by designated City staff or designee which may include site visits and mock collections, and report findings to the Director of Transportation and Project Manager responsible for the contract.

SECTION 5 – SCOPE OF WORK

BACKGROUND

The City of Montebello and Montebello Bus Lines (MBL) are seeking proposals from qualified vendors to provide tire lease services for MBL's 66-bus fleet, consisting of 2009-2025 New Flyer vehicles. The selected vendor will supply high-performance tires designed for urban heavy-duty transit buses, along with tire maintenance services, including inspections, inflation checks, tread monitoring, and timely replacements.

PROJECT OVERVIEW

The objective of this project is to provide bus tire lease services for Montebello Bus Lines' 66-bus fleet, consisting of New Flyer vehicles. The selected vendor will supply and deliver high-performance tires designed for urban heavy-duty transit buses, along with providing tire maintenance services, including regular inspections, inflation checks, tread monitoring, and timely replacements. The vendor will be responsible for ensuring tire performance, compliance with safety standards, and the use of durable, commercial-grade materials. Additionally, the vendor will provide the necessary tools, equipment, and expertise to maintain the fleet's tires throughout their service life, ensuring optimal operational efficiency and safety.

The vendor will provide the following deliverables, subject to prior MBL approval, according to a schedule approved by the project manager. Typically, this will consist of business hours from 5:30 PM to 1:30 AM (Pacific Standard Time), Sunday through Thursday. The deliverables are as follows:

TIRES FURNISHED:

Only new radial tires, **no retreads**, will be furnished and will be capable of being re-grooved. Use of re-grooved tires is limited to the rear axle of transit vehicles and such re-grooved tires shall comply with all Federal and State laws and regulations. The cost for re-grooving tires shall be borne by the LESSOR. The recommended tire is a 55 MPH G152 Metro Miler radial or approved transit tire equal, size 12R22.5 and B305 70R/22.5. Approved equals may include Firestone CTR or Michelin XZU2; subject to final acceptance by MBL after receipt of the RFP and subsequent verification of specifications and review of references.

Vendor will be responsible for controlling tire order/delivery through the end of the contract/extension to ensure minimum levels are maintained.

All tires will be branded with their own group or unique identification number prior to delivery and accurately listed in the monthly report.

STORAGE OF SPARE TIRES:

MBL will furnish adequate storage space and workspace for maintenance of tires used on its vehicle at no charge to the Vendor. MBL will provide a storage area for scrap tires. Vendor is responsible for the removal of scrap tires. No more than 20 scrap tires will be stored at any given time, without approval from the Vehicle Maintenance Manager.

PRICE FOR LEASE TIRES:

The price quoted shall be stated on a per-tire-mile-used basis for the furnishing of six (6) tires per vehicle. The same rate per mile shall also apply to mileage accumulated by re-grooved tires, if any.

TAXES:

MBL is exempt from payment of Federal Excise Taxes. MBL is subject to California State Sales Tax. A Federal Tax Exemption Certificate will be provided to the Vendor.

TITLE OF TIRES:

Ownership and title to any leased tires shall remain with the LESSOR until a tire is purchased by MBL as provided for at the expiration of the agreement, expiration of the run-out period, or in a Scrap Tire Agreement.

SAFETY CERTIFICATION:

The supplier shall furnish written certification that the tires furnished under the contract will comply with all Federal, State, and local laws and regulations.

PROJECTED ANNUAL MILEAGE:

The projected annual mileage for the MBL fixed route fleet is approximately 1,987,000 which may increase or decrease over the life of the contract.

FIXED RATE:

Associated costs are based on actual bus (tire) mileage plus a fixed monthly service rate and a per tire sales/use tax. Supplier shall propose a fixed per mile, tire mileage lease rate for each year of the contract and an annual monthly fixed service charge for each year of the contract (Reference).

The tire mileage lease rate will be based upon the actual mileage used. There will be no charge for unused tread. MBL will only pay for mileage used.

A. Damaged Tire Charge and Tire Valuation Formula

- Cost for normal damaged tires shall be included in the rate per tire mile. Normal damage to a tire means for abuse by partial or total destruction of a tire by means other than normal wear, including irregular wear, damage for brake heat, curbing, road hazards, and misalignment. MBL agrees to maintain buses' suspension and steering in accordance with bus manufacturer's alignment specifications and keep brakes properly adjusted. Tires which are damaged beyond repair: an accident or fire, vandalism, or have been lost, sold, or purchased shall be paid for by the operator; paying for any mileage *remaining, less the mileage already paid for on the damaged tire. Value shall be fixed for the term of the contract.*

Value of a New Leased Tire

***Estimated Mileage of a
New Leased Tire***

12R22.5 \$ _____ Miles

B305 70R/22.5 \$ _____ Miles

When a tire is not available for inspection to apply the above formula whether lost, stolen or otherwise missing, destroyed by a fire, involved in a collision or accident; MBL shall not reimburse the vendor in excess of fifty percent (50%) of the current value of a similar tire unless the Vendor can provide an auditable accounting of the tires accurate mileage prior to the loss.

B. Scrap Tires

All costs related to scrap tires or core cost shall be the responsibility of the Vendor/Lessor only for the Vendor's tires.

Vendor shall provide and mount uncut scrap tires on out-of-service buses or buses to be sold. Scrap tires provided to MBL shall be provided at no cost to MBL.

SERVICE

A. Maintenance

- i. Tire inspections, maintenance and repairs are the responsibility of the Vendor. Tire pressure is the responsibility of the Vendor and will be performed weekly on the entire active bus fleet.
- ii. LESSOR will make wheel changes to and from buses in the MBL garage during established hours. LESSOR will mount and dismount tires from rims; conduct daily bump test and weekly fleet tire inspections; and repair all tires and supply all the equipment, materials and labor necessary to perform such service. MBL will provide a tire mounting and dismounting machine for VENDOR/LESSOR's use.
- iii. The LESSOR will be responsible for mounting and dismounting tires and ensuring all wheel nuts are properly torqued. If for any reason the tire machine provided by MBL fails to perform, **all wheel nuts must be hand torqued to manufacturer's specifications. All nuts must be safety striped after torqued.** MBL will supply all wheels and wheel nuts.
- iv. LESSOR shall clean and polish the equivalent of ten (10) vehicle wheels per week. This is equivalent to 40 outer aluminum wheels, and cleaning 20 inner aluminum wheels per week. Wheels will be polished on site. Polish and polishing equipment will be provided by MBL.
- v. If the LESSOR does not perform to this standard, MBL will give the LESSOR three (3) written notices allowing the LESSOR the opportunity to rectify the situation. In the

event that after written notices have been given to the LESSOR and the issues are not resolved, MBL will contract with a vendor to bring its vehicles to an acceptable condition. **MBL will then charge the LESSOR \$100 per hour for the job.**

B. Equipment

- i. LESSOR will keep on hand a sufficient number of mounted spare tires for buses, so that lessee at all times must have a satisfactory stock of tires to ensure continuous operation of its buses and **will not rotate rims from front to back**. MBL will provide the wheels.
- ii. Vendor is responsible to maintain the equipment in a safe operating condition and report any defects immediately. MBL will bear the cost of parts and repair service required due to normal wear and routine maintenance.
- iii. Training for the proper use of the equipment is the responsibility of the Vendor. Misuse of MBL equipment, that requires repairs be performed due to the Vendor's misuse of the equipment, will be the accountability of the Vendor.
- iv. Equipment provided by MBL:
 - a. Boxer king tire changer that MBL will service
 - b. Tire groover
 - c. Buffing equipment
 - d. Air compressor
 - e. Vehicle lift (as needed basis)
- v. Torque wrench shall be provided by the VENDOR/LESSOR and maintained to manufacturer's specifications, calibrated in accordance with manufacturer's requirements. A tag shall be placed on the torque wrench indicating certification. All other equipment is to be provided by VENDOR/LESSOR.

C. Personnel

- i. Working hours- 5:00pm to 1:30am, Sunday through Thursday, will be established by mutual agreement of the City of Montebello's Vehicle Maintenance Manager or supervisor and VENDOR/LESSOR. Working hours will not exceed 40 hours per week. A time clock is supplied by the Vendor.
- ii. Certified Heavy Duty Tire Mounter/Installer- LESSOR will provide one (1) person certified as a heavy duty tire mounter/installer who has a minimum of five (5) years experience. The designated individual will also have a valid class C California driver license fully trained to operate a transit coach and be capable of being trained by MBL designated staff to maneuver vehicles on the property. The person will not be authorized to remove the bus from the premises. When assisting with tire changes

off site, that person will not be operating a City vehicle. An MBL mechanic or designated staff will provide transportation.

- iii. Project Manager- LESSOR will designate one (1) individual that will oversee this contract. Said person will have no less than five (5) years experience overseeing similar bus tire leasing and maintenance services activities.
- D. Monthly Service Charges will be billed for the preceding month. Cost will be for one (1) person (tire service attendant), MBL reserves the right to establish hours worked. Billing should be based on a per month rate at 40 hours per week. MBL further reserves the right to review time cards and will be credited for any hours not worked. The per month rate should be based on the tire maintenance of a sixty-six (66) bus fleet and should include all fringe benefits and holidays for one (1) person and shall comply with all federal drug and alcohol policies 49CFR Part 654 and 49CFR Part 653, including random drug and alcohol testing procedures.
- E. A weekly tire pressure check will be performed on all active fleet buses, documented and submitted for permanent record; along with a weekly wheel polishing report.
- F. MBL reserves the right to increase the amount of service if the current fleet of 66 buses increases in size. The proposer's hourly rate will be used to calculate additional hourly costs incurred due to an increase in fleet size.
- G. Coverage- At no time should MBL be without the services of the person provided by the LESSOR. Necessary arrangements shall be made by LESSOR to provide continuous coverage when the person is unavailable due to sickness or scheduled vacation. LESSOR shall notify MBL immediately of such events. If and in the event the LESSOR is unable to provide a person with a class C driver's license or one capable of performing up to the criteria described in this specification, MBL shall contract or perform the services described and bill the LESSOR at the rate of \$100 per hour for services rendered.

PLAN OF ACTION:

Proposer will include a Plan of Action with the RFP submittal; detailing how they intend to fulfill the scope of work. The plan should encompass but not be limited to industry standards for bus tires; description of how the scope of work will be implemented; demonstrated compliance with terms and conditions; timeline; plan for old product transition and phase in of new product; a proposed labor force and oversight plan.

NEW BUSES:

All buses purchased by MBL during the term of this tire mileage contract may be purchased with or without tires. In the event that MBL acquires a bus without tires, VENDOR/LESSOR is responsible for providing new radial tires. VENDOR/LESSOR will be notified of such so that the tires can be supplied at the North American plant of the vehicle manufacturer.

Buses purchased with tires will become the property of MBL; such tires shall come under the existing tire service contract at the then current monthly service charge. When buses of a different make/model than those covered at contract inception, or one(s) requiring a different size/construction type of tire, are introduced into service on leased tires, a separate tire rate shall be negotiated between MBL and VENDOR/LESSOR.

REMOVAL OF BUSES FROM SERVICE:

If MBL is required to permanently dispose of or remove from service, part or all of its fleet or equipment, it will give written notice to LESSOR.

If MBL does remove or sell certain buses equipped with LESSOR's tires, such tires will be removed and used on other MBL buses, or the LESSOR may assist MBL in selling the tires to any person or company at the price satisfactory to the LESSOR.

KEEPING RECORDS AND PAYMENT:

The LESSOR shall keep all records of tire transfers and such other records necessary or required {49 CFR, 18.36 (8&9)}.

MBL will keep the mileage record of each bus and shall furnish the LESSOR with a list of each vehicle together with the monthly mileage for each vehicle at the end of each and every month during the term of the contract. Such report or record will be used by the LESSOR in computing the monthly statement.

MBL will pay the LESSOR the lease payment due under the contract within thirty (30) days from date invoice is received.

The LESSOR shall provide accurate and detailed monthly reports to the MBL Vehicle Maintenance Manager. Monthly Reports shall be generated in an electronic format and shall include, but not be limited to the following:

- A. Average Miles Per Tire**– The average tire mileage for each specific type of tire in the MBL fleet.
- B. Scrap Tires Removed**– A summary of all tires removed from service by the LESSOR during the previous month by size, identifying number of tires removed, and total miles operated and total miles operated for each tire removed
- C. Weekly Tire Pressure**– Shall be performed, documented by bus number, and submitted monthly.
- D. Weekly Wheel Polishing Report** a monthly report shall be submitted by bus number, listing which wheels were polished each month.

- E.** Daily Bump Test – A list, by bus number, of daily bus tests.
- F.** Damaged Tires– A detailed report of all damaged or destroyed tires, which shall include the specific bus number and date on which the damage occurred and the tire brand number shall be sent to the MBL Fleet Maintenance Manager.
- G.** All reporting shall be done electronically.

SECTION 6 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Vendor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Vendor will state and identify its involvement with other clients for both past and present projects. The Vendor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Vendor's involvement and responsibility should be defined for each project.
- Identify any sub vendors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major sub vendors proposed.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

BUS TIRE LEASE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2025, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “VENDOR”). CITY and VENDOR are sometimes referred to herein individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional VENDOR to provide tire lease services, including the delivery and maintenance of transit bus tires for the CITY’s fleet to ensure safe and efficient operations; and

WHEREAS, VENDOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, VENDOR responded to CITY’s Request for Proposals dated June 26th, 2025 (RFP No. [25-14]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Vendor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 25-14, attached hereto as **Exhibit “A.”**
- c. VENDOR’S Proposal to RFP No. 25-14 dated, 2025, attached hereto as **Exhibit “B”**.
- d. VENDOR’S “Best and Final Offer” to RFP No. 25-14 dated, 2025, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

A. VENDOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. VENDOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by VENDOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at VENDOR's discretion.

SECTION 3. TERM.

This Agreement shall commence on, 2025 and shall be valid for an initial term **three-year (3-year) term, with the option to extend for an additional two (2), one-year (1-year) terms.**

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 4. PERFORMANCE.

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

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

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

D. VENDOR shall have the right to retain, subject to CITY's written approval, additional individuals, Vendors, or sub-vendors to assist in the completion of services as herein defined. Compensation for additional individuals, Vendors, or sub-vendors shall be the sole and exclusive responsibility of the VENDOR.

E. VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, VENDOR shall make all records, invoices, timecards, cost control sheets and other records maintained by VENDOR in connection with this Agreement available during VENDOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by VENDOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by VENDOR. Any alteration or reuse by the CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates VENDOR for such reuse.

SECTION 5. WORK PRODUCT.

A. VENDOR hereby agrees that all work produced pursuant to this Agreement and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. VENDOR may take and retain copies of such written products as desired.

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

C. Documents are provided in VENDOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold VENDOR, its sub-vendors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall the VENDOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to VENDOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by VENDOR prior to the date of termination; (2) that VENDOR provides CITY with adequate proof that VENDOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Agreement. VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by VENDOR during the Term of this Agreement.

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

No official or employee of CITY shall be personally liable to VENDOR in the event of any default or

breach by CITY, or for any amount which may become due to VENDOR.

SECTION 11. INDEPENDENT VENDOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that VENDOR or any employee, agent, or sub-vendor of VENDOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, VENDOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of VENDOR or its employees, agents, or sub-vendors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent vendors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. VENDOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by VENDOR for CITY and to require each of its sub-vendors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, VENDOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the VENDOR's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, VENDOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work

hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, VENDOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

VENDOR shall require each of its sub-vendors, if any, to maintain insurance coverage that meets all requirements of this Agreement.

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

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

At all times during the Term of this Agreement, VENDOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. VENDOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. VENDOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of VENDOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR and VENDOR's employees, agents or sub-vendors, from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Procurement of insurance by VENDOR shall not be construed as a limitation of VENDOR's liability or as fall performance of VENDOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by the failure of VENDOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the

prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

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

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

VENDOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, VENDOR shall not discriminate against any employee, sub-vendor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. VENDOR will take affirmative action to ensure that sub-vendor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

VENDOR and its officers, employees, associates and sub-vendors, if any, shall comply with all California conflict of interest statutes applicable to Vendor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. VENDOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, VENDOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO**VENDOR**

 Raul Alvarez
 City Manager

 Name and Title

Dated: _____

Dated: _____

ATTEST:

 Christopher Jimenez
 City Clerk

APPROVED AS TO FORM

 Arnold M. Alvarez-Glasman
 City Attorney

SECTION 8 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 25-14

BUS TIRE LEASE SERVICES

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to proposers, the proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Vendor shall only proceed with the work upon receipt of a Notice to Proceed.

The proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.25-14, BUS TIRE LEASE SERVICES

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub vendors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 25-14 **BUS TIRE LEASE SERVICES** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

By: _____ By: _____
(Signature) (Signature)

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Vendor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 25-14

BUS TIRE LEASE SERVICES

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Vendor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

[illegible]

List other costs/fees:	:	<u>Description</u>	<u>Cost/Fees</u>
-------------------------------	---	--------------------	------------------

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Sub vendors (DBE and Non-DBE)****Part I**

The bidder shall list all sub vendors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Sub vendors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)	
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES	
		☐ < \$5 million		☐ NO	
		☐ < \$10 million		<i>If YES list DBE #:</i>	
	<i>Address</i>	<i>Fax</i>	☐ < \$15 million		
			☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub vendors who provided a quote or bid but were not selected to participate as a sub vendor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
BANK DRAFT

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXHIBIT L

"BUY AMERICA" PROVISION

This procurement is subject to the Federal Transit Administration "Buy America" Requirements in 49 CFR Part 661.

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the proposal/proposal. A proposal/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought by _____ if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

Buy America Certificate

This certification shall be fully executed by all bidder/proposers submitting bids/proposals.

The _____ hereby certifies that:
(Name of bidder/proposer)

____ All of the manufacturing processes for steel and manufactured products take place in the United States and all items or material used in the product must be of United States origin.

____ The cost of rolling stock and bus components produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.

BY: _____

Signature of Company Official

Official's Title

Date

Or

The bidder/proposer hereby certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirement pursuant to Section 165b of the STA Act and regulations in 49 CFR 661.7.

Signature _____
 Title _____
 Date _____

EXHIBIT M

Certification of Drug-Free Workplace

I, _____, hereby certify on behalf of
 (Name of authorized official)

_____ that:
 (Name of company)

The VENDOR named above, and all Sub-Vendors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The VENDOR and all Sub-Vendors will, therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation, and employee assistance programs and,
4. **Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.**

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and:
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

Certification

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20_____

By _____

(Signature of Authorize Official)

(Title of Authorized Official)

Bidder _____

EXHIBIT N

Certificate of Compliance with 49 CFR Part 655

Prevention Of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Bider hereby certifies that

A. Anti-drug Use and Alcohol Misuse Program

(Choose one Alternative with an X in the box)

☐ 1. Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

Or

☐ 2. Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

B. Drug and Alcohol Testing Program

(Choose on alternative with an X in the box)

☐ 1. To the best of my knowledge and belief the Work required under the Contract will not require the performance of Safety Sensitive Functions as defined in 49 CFR Part 655.

Or

☐ 2. To the best of my knowledge and belief the Work required under the Contract will require the performance of Safety Sensitive Functions as defined in 49 CFR Part 655.

(If Alternative 2 was chosen, select one of the following alternatives with an X in the box)

☐ a. Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

☐ b. Bidder Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

C. Certification

Bidder will submit its Anti-drug Use and Alcohol Misuse Program, and, if B.2 was marked above, its Drug and Alcohol Testing Program, to City of Montebello- Department of Transportation for review and approval prior to contract award.

Bidder/Proposer: _____

Authorized
Representative: _____

Signature of Authorized
Representative: _____

Title: _____ Date: _____

PROPOSAL PRICE SCHEDULE

PROPOSER NAME:

By execution below, proposer hereby offers to furnish services and materials at the price and terms stated herein subject to the specifications, instructions, and conditions which are part of RFP NO. 25-14

COST:

Year 1

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
			\$	\$

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$	Monthly Charge 1 @ \$	\$
Total				\$

Goal Proposer's Submittal Amount

DBE Participation % \$

Total Contract Amount in Words:

Year 2

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
			\$	\$

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$	Monthly Charge 1 @ \$	\$
Total				\$

Goal Proposer's Submittal Amount

DBE Participation % \$

Total Contract Amount in Words:

Year 3

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
			\$	\$

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$	Monthly Charge 1 @ \$	\$
Total				\$

Goal Proposer's Submittal Amount

DBE Participation % \$

Total Contract Amount in Words:

Year 4 Optional

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
			\$	\$

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$	Monthly Charge 1 @ \$	\$
Total				\$

Goal Proposer's Submittal Amount

DBE Participation _____ % \$ _____

Total Contract Amount in Words:

Year 5 Optional

Tire Size	Est. Annual Vehicle Miles	No. of Wheels	Annual Tire Rate Per Mile	Est. Annual Rental/Charge
			\$	\$

Monthly Service Rate	12 Months – 1 Person	Cost Per Person Per Hr. \$	Monthly Charge 1 @ \$	\$
Total				\$

Goal Proposer's Submittal Amount

DBE Participation _____ % \$ _____

Total Contract Amount in Words:

FLEET COMPOSITION BREAKDOWN

	No. Of Buses	Make	Year	Length	No. Of Wheels	Retarder	W.C.L.	Vehicle Weight	Fuel
1	3	New Flyer	2008	41'	6	Electric	Yes	42,540	Electric Battery
2	4	New Flyer	2009	35'	6	Electric	Yes	28,400	Hybrid Gas
3	15	New Flyer	2010	40'	6	Electric	Yes	27,400	Hybrid Gas
4	3	New Flyer	2011	40'	6	Yes	Yes	31,700	CNG
5	4	New Flyer	2012	40'	6	Yes	Yes	31,700	CNG
6	8	New Flyer	2013	40'	6	Yes	Yes	31,700	CNG
7	7	New Flyer	2016	40'	6	Yes	Yes	31,700	CNG
8	5	New Flyer	2018	40'	6	Yes	Yes	31,700	CNG
9	1	New Flyer	2020	40'	6	Yes	Yes	31,700	CNG
10	9	New Flyer	2021	40'	6	Yes	Yes	31,700	CNG
11	7	New Flyer	2023	40'	6	Yes	Yes	31,700	CNG

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS

RFP No. 25-14

Bus Tire Lease Services

RFP DUE: July 31, 2025 3 PM

TECHNICAL PROPOSAL



THE GOODYEAR TIRE & RUBBER COMPANY
200 Innovation Way D710
Akron, OH 44316-0001



The Goodyear Tire & Rubber Company

200 Innovation Way
Akron, Ohio 44316-0001

DATE July 31, 2025

TO Robert Fierro
Acting Senior Management Analyst
City of Montebello
Department of Transportation / Montebello Bus Lines
400 South Taylor Avenue
Montebello, CA 90640

SUBJECT Request for Proposal
No. 25-14 Bus Tire Lease Services
Technical Proposal

The Goodyear Tire & Rubber Company is pleased to offer our submission for tire leasing for a potential total period of five years.

Please contact me with any questions regarding the submission at:

Walter L. Welker
Manager Business Operations; Contract Acquisition and Compliance
The Goodyear Tire & Rubber Company
200 Innovation Way D/710
Akron, OH 44316-0001

Phone: 330-796-2862
Fax: 330-796-5641
Email: walt_welker@goodyear.com

We appreciate your consideration and look forward to discussing our submission to this procurement.

Best Regards,



Walter L. Welker
Manager Business Operations
Contract Acquisition and Compliance
Mileage Sales, Lease and Service

TABLE OF CONTENTS

- COMPANY INFORMATION
- REFERENCES
- TIRE INFORMATION
- SAFETY CERTIFICATION
- GOODYEAR MANAGEMENT/STAFF
- GOODYEAR FIELD MANAGEMENT/STAFF
- GOODYEAR ANTI-DRUG & ALCOHOL MISUSE POLICY
- WORK PLAN / PLAN OF ACTION

THE GOODYEAR TIRE & RUBBER COMPANY
200 Innovation Way D710
Akron, OH 44316-0001





The Goodyear Tire & Rubber Company, an Ohio corporation founded in 1898, is one of the world's leading tire companies with operations in most regions of the world. With one of the most recognizable brand names in the world, Goodyear develops, manufactures, and distributes tires for most applications.

An Innovation Center located in Akron, OH and tire test tracks in San Angelo, TX, enable Goodyear to maintain its leadership position in product improvements and innovations.

Goodyear has been leasing tires for most of our nearly 127 years of history, which currently includes almost 80 different transit system locations in North America (four of the largest ten transit bus fleets).

Over a hundred years of leasing tires to the bus industry attests to Goodyear's experience and expertise in providing tire leasing and maintenance services.

Information regarding our executive leadership can be found at:
<https://corporate.goodyear.com/en-US/about/leadership.html>

Financial reporting including annual reports can be accessed at:
<https://corporate.goodyear.com/en-US/investors/financial-reports.html>

The location of our world headquarters and corporate offices is at:

200 Innovation Way
Akron, OH 44316-0001

THE GOODYEAR TIRE & RUBBER COMPANY
200 Innovation Way D710
Akron, OH 44316-0001



REFERENCES

Los Angeles County Metropolitan Transportation Authority

1954 buses

James Jimenez; Senior Manager, Quality Assurance

One Gateway Plaza; Los Angeles, CA 90012

213-922-5870 / JimenezJa@metro.net

Contract(s):

July 1, 2024 to June 30, 2029

October 1, 2017 to June 30, 2024

September 1, 2010 to September 30, 2017

Golden Gate Bridge Highway & Transportation District

214 buses

Keith Nunn; Maintenance Manager

1011 Andersen Drive

San Rafael, CA 949401-5381

415-257-4459 / KNunn@goldengate.org

Contract(s):

August 1, 2020 to July 31, 2026

April 1, 2015 to July 31, 2020

April 1, 2010 to March 31, 2015

February 1, 2005 to March 31, 2010

February 1, 2000 to January 31, 2005

Central Contra Costa Transit Authority (The County Connection)

128 buses

Scott Mitchell; Director of Maintenance

2477 Arnold Industrial Way

Concord, CA 94520

925-676-1976 ext. 404 / mitchell@cccta.org

Contract(s):

November 1, 2020 to October 31, 2025

November 1, 2015 to October 31, 2020

September 1, 2010 to October 31, 2015

June 1, 2005 to August 31, 2010

February 1, 2000 to May 31, 2005

City of Norwalk

31 buses

Janet Welde; Senior Management Analyst

12650 Imperial Highway; Norwalk, CA 90650

562-929-5600 / jwelde@norwalkca.gov

Contract(s):

July 1, 2024 to June 30, 2029

July 1, 2019 to June 30, 2024

July 1, 2014 to June 30, 2019

July 1, 2009 to June 30, 2014

September 1, 2002 to June 30, 2009

December 1, 1996 to August 31, 2002

TIRE INFORMATION

The following Goodyear tires provided for this procurement are:

305/70R22.5 Metro Miler G652

The enclosed brochures detail load carrying capacity and dimensional information. All traditional 22.5" tires are approved with 8.25" or 9.00" rim width usage. While the tires provided can be regrooved and are stamped REGROOVEABLE, they do not require regrooving.

Goodyear ships tires via rail or common carrier from the manufacturing plants to a Goodyear Distribution Center; inventory is maintained in a protected stock class for exclusive use by Goodyear's mileage lease customers.

Goodyear uniquely and individually brands tires prior to delivery. Goodyear assures delivery within 30 days after receipt of order by Goodyear's Order Desk (1-800-MILEAGE).

Goodyear furnishes all valve hardware and repair materials, including use of high-temperature Dill 632 or equivalent metal valve caps and Dill 402AH or equivalent valve cores. Goodyear's Tire Technology tests and certifies all tire repair materials provided during the contract term. Goodyear's "Tire Maintenance Manual" (a copy can be furnished upon request) details aspects of Goodyear's tire service program.

Though Goodyear publishes no printed warranty policy for mileage tires, under a Goodyear lease Goodyear replaces (at no additional charge to the Operator) any tires found to be defective due to material defect or workmanship.

THE GOODYEAR TIRE & RUBBER COMPANY
200 Innovation Way D710
Akron, OH 44316-0001





METRO MILER G652 RTB™

TOUGHNESS FOR CITY TRANSIT APPLICATIONS

Transit fleets encounter challenging conditions around every corner. Frequent starting, stopping and turning can cause wear and tear on tires, especially in the sidewall area. The Goodyear® Metro Miler G652 RTB features innovations to resist sidewall damage, enhance toughness and provide long tread life, making it an excellent choice for transit applications.

To learn more about the Metro Miler G652 RTB, contact a Goodyear Sales Associate at 1.800.MILEAGE (1.800.645.3243), or visit goodyeartrucktires.com.



GOODYEAR
MORE DRIVEN.

METRO MILER G652 RTB™

TOUGHNESS FOR CITY TRANSIT APPLICATIONS

The Metro Miler G652 RTB is available in popular sizes and load ranges.

Tire Size	Load Range	Single Load		Single Inflation		Dual Load		Dual Inflation		Weight		Rim Width	Overall Width		Overall Diameter		Static Radius		RPM	RPK	Tread Depth	Min. Dual Spacing		Speed Rating	Buffing Radius
		lbs	kg	psi	kpa	lbs	kg	psi	kpa	lbs	kg		in	mm	in	mm	in	mm			32nds	in	mm		
B275/70R22.5	J	6,940	3,150	125	860	6,395	2,900	125	860	116.8	53.0	7.5	10.4	266.7	38.3	969.3	17.8	451	545	339	25	11.9	302.3	68	34
B305/70R22.5	L	7,830	3,550	130	900	7,390	3,350	130	900	129.7	58.8	9	12.1	307.6	40.0	1,015.7	18.6	472	522	324	25	13.5	342.9	68	34
B305/85R22.5	J	7,830	3,550	120	830	7,160	3,250	120	830	155.9	70.7	9	11.8	299.7	42.9	1,089.7	20.0	508	487	303	25	13.5	342.9	68	34
B315/80R22.5	L	9,370	4,250	130	900	8,820	4,000	130	900	153.0	69.4	9	12.5	318.5	42.8	1,087	19.9	505	485	301	21	13.8	350.5	68	34

- **DEEP TREAD DEPTH** helps enhance miles to removal for long tire life
- **SIDEWALL PROTECTOR RIBS** help resist sidewall scuffing
- **REINFORCED SHOULDERS AND STEEL SIDEWALLS** help deliver long casing life
- **SIDEWALL WEAR INDICATORS** help reveal wear due to excessive scuffing
- **MULTI-COMPOUND, SCRUB-RESISTANT TREAD** helps extend tread life by resisting excessive wear, chunking, cracking and chipping
- **STRAIGHT TREAD PATTERNS** help promote even wear



To find out more about Goodyear® transit tires that can go the distance, contact a Goodyear Sales Associate at **1.800.MILEAGE** (1.800.645.3243), or visit **goodyeartrucktires.com**.

WARNING: with respect to the use of all Goodyear bus mileage tires, any use other than as imprinted on the tires is unsafe. Improper use could render the tire unserviceable and could jeopardize the lives and safety of operators and passengers. Goodyear assumes no responsibility for any accident, injury or damage caused by special mileage tire failures due to misuse or the failure to follow proper maintenance and installation procedures.

NOTE: Federal Motor Carrier Safety Administration (FMCSA), Regulatory Guidance for the Federal Motor Carrier Safety Regulations, Part 393.75(d): "No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." Other requirements apply, including federal and manufacturer standards.

TOTAL SOLUTION



Trusted Products
Innovative products for any fleet application



Nationwide Dealer Network
2,300+ Dealers In North America
Ready To Help Your Fleet



Reliable Services
Most Reliable Nationwide
Roadside Service In The Industry*



Fleet Management Tools
Tire And Retread Tracking
And Fleet Dashboard

Find your total solution at **goodyeartrucktires.com**.

*Fleet research study, Nov. 2015, Lieberman Research Worldwide. 590-fleet sample. Goodyear Dealer network roadside service compared to Michelin, Bridgestone and Continental.

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

July 31, 2025

To Whom It May Concern:

Subject: FMVSS / CMVTSR Tire Certification

This is to certify that all new tires provided by The Goodyear Tire & Rubber Company marked with the **DOT** symbol are in compliance with the appropriate USA and Canadian tire regulations in effect at the time of production:

FMVSS109 - New pneumatic and certain specialty tires
FMVSS139 - New pneumatic radial tires for light vehicles.
FMVSS119 - New pneumatic tires for motor vehicles with a GVWR
of more than 4,536 kilograms (10,000 pounds) and motorcycles
574.5 - Tire identification requirements
575.104 - Uniform tire quality grading standards

CMVTSR 109 for Passenger Car Tires
CMVTSR 119 for Certain Tires Other Than Passenger Car Tires

Sincerely,

Elizabeth Lacza
The Goodyear Tire and Rubber Company
Chief Product Standards and Regulations Engineer
elacza@goodyear.com



GOODYEAR COMMERCIAL LEASING + TIRE MANAGEMENT CORPORATE MANAGEMENT/STAFF PROFILE

CARY MARR

General Manager, Leasing and Tire Management. Cary has been with Goodyear since 1996. Throughout his career, he has held various positions in IT, Pricing, Marketing, Finance, Product Development, Data Analytics, and Operational Leadership. Cary holds a Master's degree in Applied Mathematics and Statistics from the University of Arkansas, in Fayetteville, AR and a Bachelor's degree in Mathematics and Computer Science from Southeastern Oklahoma State University in Durant, OK.

WALTER (WALT) WELKER

Manager, Customer & Contract; Walt has been with Goodyear since 1996. He has held various positions in tire development creating new commercial tire products for trucks and buses and working directly with customers involving technical issues, evaluating new products, and making recommendations to improve operations. He currently holds eleven US Patents and one Goodyear trade secret. He has a Bachelor of Science in Mechanical Engineering and a Bachelor of Arts in Communications from Purdue University.

JESSICA JULIAN

Business Development Manager; Jessica has been with Goodyear since 1999, contributing her expertise across a range of key areas within the organization. Her career has encompassed diverse roles in Retail, Pricing, Demand Planning, Brand Marketing, and Product Marketing, showcasing her versatility and commitment to driving business success. Jessica holds a Bachelor of Arts in Marketing from Kent State University in Kent, Ohio.

MICHELLE MAY

Lead, Contract & Vendor Management. Michelle has the main responsibility in managing supplier/vendor relationships for Mileage Leasing including, PO creation and maintenance, supplier payment and issue resolution. She also supports the contract and procurement function for existing and new customers. She has been with Goodyear since 2011 in a variety of roles. She holds degrees in both Business Management and Accounting.

JODI TYLER

Operations Manager; Jodi has been with Goodyear since 2004. Throughout her career, she has held various positions in Tax, Sales, Operations, Strategic Initiatives, and Project Management. Jodi holds a Bachelor's degree in Project Management from Malone University in Canton, OH and an Associate's degree in Accounting from the University of Toledo in Toledo, OH.

GOODYEAR COMMERCIAL LEASING + TIRE MANAGEMENT FIELD MANAGEMENT/STAFF PROFILE

JAMES (TONY) STARLING

Manager; Responsible for leading the Leasing Field Service team in identifying and growing the sales, lease, and service business. Tony has been with Goodyear since 1989. He has had several assignments, in growing responsibility, for commercial product sales, operations and manufacturing while at Goodyear. He has a Bachelor of Business Administration from Averitt University and is a veteran of the US Air Force.

JEFFREY (JEFF) PAPOI

Service and Deployment Lead. Jeff began with Goodyear in 2009 starting as a record keeper and mileage processor for mileage lease customers. In 2020, he moved to a different leasing model within Goodyear, TireReady. In 2022, Jeff came back to mileage leasing to manage a special project, an update to our asset management software.

GABRIEL (GABE) DURAN

Area Supervisor. Mr. Duran has been with Goodyear since 1986 in the Mileage Sales, Lease and Service Department and is a veteran of the U.S. Marine Corps. Gabe has held positions as Tire Maintenance Technician, Foreman and Supervisor before assuming his current duties in 1995 overseeing Mileage Service activity in the western United States.

DANIEL (DAN) SHEEHAN

Customer Engineering Solutions; Dan has been with Goodyear since 2006. He has held various positions in tire engineering developing new tire products for consumer, commercial, and earthmover vehicles. He has been in customer engineering solutions supporting commercial tires for 3 years, working with OE and fleet customers on technical issues, evaluating new products, and making recommendations to improve operations. He currently holds three US Patents. He has a Bachelor of Science in Mechanical Engineering from Northwestern University.

**GOODYEAR MILEAGE SALES
ANTI-DRUG AND ALCOHOL MISUSE POLICY**

Revised: September 22, 2021

Adopted by: Muhle J. Root Date Adopted: 1/26/22

Title: General Manager, Commercial Leasing

PURPOSE

The Goodyear Tire & Rubber Company's Mileage Sales Department ("Goodyear Mileage Sales") provides tires and related services for various public transportation authorities. Part of its mission is to ensure that this service is delivered safely, effectively and efficiently by establishing a drug and alcohol-free work environment. In keeping with this mission, it is the policy of Goodyear Mileage Sales that associates and contractors are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, or the misuse of alcohol, or being under the influence of a controlled substance or alcohol during work hours and while performing work-related activities.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employees Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol misuse programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a verified positive test result or test refusal. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

Any provisions set forth in this policy that are included under the sole authority of Goodyear Mileage Sales and are not provided under the authority of the above named Federal regulations are underlined. Any questions regarding the Goodyear Mileage Sales Anti-Drug and Alcohol Misuse Policy should be directed to the individual(s) listed in **Attachment A** of this policy.

APPLICABILITY

The Goodyear Mileage Sales Anti-Drug and Alcohol Misuse Policy ("Policy") applies to all safety-sensitive associates (full or part-time), as per 49 CFR Part 655, as amended, including an applicant or transferee who performs or will perform safety-sensitive job functions ("covered associates"). Goodyear Mileage Sales associates who do not perform safety-sensitive functions, as defined by 49 CFR Part 655, as amended, are covered under Goodyear Corporate Policy 370 Alcohol and Illegal Drugs. A safety-sensitive job function is any duty related to the safe operation of public transportation service including:

1. Operating a revenue service vehicle, whether or not such vehicle is in revenue service
2. Controlling, dispatch or movement of a revenue service vehicle
3. Maintaining a revenue service vehicle or equipment used in revenue service; maintenance functions include the repair, overhaul and rebuild of engines, vehicles and / or equipment
4. Operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL)
5. Carrying a firearm for security purposes

Goodyear Mileage Sales has evaluated the actual duties performed by associates in all of its job classifications and determined which associates perform safety-sensitive job functions. A list of identified safety-sensitive positions is provided in **Attachment B** of this policy. Any new job classifications will be assessed to determine if the new position is to be considered safety-sensitive.

Participation in Goodyear Mileage Sales' drug and alcohol testing program is a work requirement of each safety-sensitive associate, and therefore, is a condition of employment.

In addition, this policy applies to any contractor of Goodyear Mileage Sales who performs safety-sensitive job functions as part of his/her duties for Goodyear Mileage Sales. Goodyear Mileage Sales will only use contractors to perform safety-sensitive job functions if:

1. The contract between Goodyear Mileage Sales and the individual contractor or contracting entity requires that the contractor is responsible for the drug and alcohol testing, education, and training requirements of 49 CFR Part 40 and 49 CFR Part 655, as amended.
2. The contractor recognizes that Goodyear Mileage Sales maintains the right to require the contractor to provide evidence of its compliance with 49 CFR Part 40 and 49 CFR Part 655, as amended.
3. The contractor permits Goodyear Mileage Sales, USDOT, FTA, and any jurisdictional state agency access to its property and records for the purpose of monitoring the contractor's compliance with the requirements of 49 CFR Part 40 and 49 CFR Part 655, as amended.

EDUCATION AND TRAINING

All covered associates will receive a copy of this policy and may find the corresponding federal regulations including 49 CFR Part 655 and 49 CFR Part 40, as amended, by contacting Human Resources or referring to <https://transit-safety.fta.dot.gov/drugandalcohol/regulations/Regulations/default.aspx>. In addition, all covered associates will undergo a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. Covered associates will also undergo a minimum of 60 minutes of training on the effects and consequences of alcohol misuse on personal health, safety, and the work environment, and on the signs and symptoms that may indicate alcohol misuse.

All supervisory personnel or company officials who are in a position to determine associate fitness for duty will receive a minimum of 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of drug abuse and alcohol misuse is provided in manager and associate training referenced above.

PROPER APPLICATION OF THE POLICY

Goodyear Mileage Sales is dedicated to assuring fair and equitable application of the Goodyear Mileage Sales Anti-Drug and Alcohol Misuse Policy. Therefore, all covered associates are expected to fully comply with this policy.

PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988, any drugs or any substances identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, cocaine, phencyclidine (PCP), amphetamines (includes methamphetamines, MDMA, MDA), opioids (codeine/morphine, 6-AM (heroin), hydrocodone/hydromorphone, oxycodone/oxymorphone) as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use of these drugs is prohibited at all times, and thus safety-sensitive associates may be tested for these drugs anytime that they are on duty and / or performing work on behalf of the Company. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. The use of marijuana, or other substances which cause THC or THC metabolites to be present in the body at or above the minimum thresholds, whether or not decriminalized, permissible, or legalized for medical or recreational use under State or Local law is a violation of this policy, see **Attachment C and D**.

It is the policy of Mileage Sales to conduct a non-DOT urine and/or hair drug test following all drug tests performed pursuant to 49 CFR Part 40 and 49 CFR Part 655, as amended. All such tests conducted under Company authority will be performed using non-federal or non-DOT testing forms.

1. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functions, motor skills, or judgment may be adversely affected must be reported to Goodyear Mileage Sales Human Resources department before performing work related job functions. A covered associate is required to provide a written release from his/her doctor indicating that the associate is able to safely perform his/her job functions without posing a direct threat to him/herself or others while taking the medication. In addition, covered associates are strongly urged to seek and obtain medical advice prior to using prescription or over-the-counter drugs that may adversely affect his/her ability to perform safety-sensitive job functions, see **Attachment E**.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for use of a drug in the course of medical treatment. The misuse or abuse of legal drugs while performing Goodyear Mileage Sales business is prohibited. For DOT drug testing, if the MRO determines that an associate has legitimate medical reason for the presence of a prohibited drug in their urine specimen, the MRO will report the test result as negative to Goodyear Mileage Sales. However, the MRO may also medically disqualify an associate from performing safety-sensitive job functions because of the medication use. For further information, see 49 CFR 40.135(d).

2. Alcohol: The use of beverages containing alcohol, including any mouthwash, medication, food, candy, or any other substances such that alcohol is present in the body, while performing safety-sensitive job functions is prohibited. An alcohol test can only be performed on a safety-sensitive associate under 49 CFR Part 655 just before, during, or just after the associate's performance of safety-sensitive function.

PROHIBITED CONDUCT

Prohibited conduct addressed by this policy includes the following:

1. All associates performing safety-sensitive job functions are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in 49 CFR Part 40, as amended. Associates violating this provision will be removed from duty immediately and will be subject to discipline, up to and including discharge.
2. All associates performing safety-sensitive job functions are prohibited from consuming alcohol while performing safety-sensitive job functions or when otherwise on duty or performing work-related activities. Associates violating this provision will be removed from duty immediately and will be subject to discipline, up to and including discharge.
3. Covered associates shall not consume any alcohol within four (4) hours prior to performing safety-sensitive job functions.
4. Covered associates are prohibited from consuming alcohol while on-call to report for duty to perform safety-sensitive job functions. Associates, who have consumed alcohol while on-call, must notify the company of the use of alcohol at the time that they are called to report for duty. A breath alcohol test will be administered for covered associates acknowledging the use of alcohol but claiming ability to perform his or her safety-sensitive function. The inability to report for duty due to violating this provision will be considered an unexcused absence for the duty period and the associate's violation of the provision will result in disciplinary action, up to and including discharge.
5. Under the FTA rule, covered associates are prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive job functions while having a breath alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed. Associates having a breath alcohol concentration of 0.04 or greater have violated the DOT-FTA rules and the Company policy. Associates violating this provision will be removed from duty immediately and will be subject to discipline, up to and including discharge.

6. Covered associates are prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive job functions while having a breath alcohol concentration 0.02 up to 0.039 regardless of when the alcohol was consumed. Under Company authority, covered associates having a breath alcohol concentration from 0.02 up to 0.39 are disqualified from performing their safety-sensitive job functions. The inability to perform safety-sensitive job functions due to a confirmatory breath alcohol test from 0.02 up to 0.039 will be considered an unexcused absence for the duty period and having a confirmatory breath alcohol test from 0.02-up to 0.039 will result in disciplinary action, up to and including discharge.
7. No covered associate shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug and alcohol test, whichever occurs first. Associates violating this provision will be removed from duty immediately and subject to disciplinary action, up to and including discharge.
8. Goodyear Mileage Sales shall not permit any covered associate to perform or continue to perform safety-sensitive job functions if it has actual knowledge that associate is using alcohol.
9. All Goodyear Mileage Sales associates are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of prohibited substances in the workplace. This includes Goodyear Mileage Sales premises, customer sites, transit vehicles, while in uniform or while on Goodyear Mileage Sales business.

TESTING REQUIREMENTS

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All safety-sensitive associates shall be subject to testing prior to employment, for reasonable suspicion, for return-to-duty and follow-up, following an accident, and random as defined in this policy.

A drug test can be performed any time a safety-sensitive associate is on duty. An alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. All safety-sensitive associates will be required to submit urine drug testing and breath alcohol testing in accordance with Part 655 as a condition of ongoing employment with Goodyear Mileage Sales. Any safety-sensitive associate who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Goodyear Mileage Sales Work Rules. Any safety-sensitive associate who is suspected of falsifying test results through tampering, contamination, adulteration or substitution will be required to undergo an observed collection. Verification of the above listed actions will be considered a test refusal and will result in the associate's removal from duty and discipline as defined in Goodyear Mileage Sales Work Rules.

DRUG TESTING PROCEDURES

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the associate, the integrity of the drug testing procedure, and the validity of the test result.

The drugs that will be tested include: marijuana, cocaine, phencyclidine (PCP), amphetamines (includes amphetamine, methamphetamines, MDMA, MDA), opioids (codeine/morphine, 6-AM (heroin), hydrocodone/hydromorphone, and oxycodone/oxymorphone). After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a Federal Chain of Custody and Control Form and/or Non-Federal Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered verified positive if the amounts of the drug(s) and/or its metabolites are at or above the minimum thresholds established in 49 CFR Part 40, as amended.

The test results from the HHS certified laboratory will be reported to a Medical Review Officer (MRO). An MRO is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substituted, or adulterated test result. The MRO will attempt to contact the associate to notify the associate of the non-negative laboratory result and provide the associate with the opportunity to explain the confirmed laboratory test result. The MRO will

subsequently review the associate's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Goodyear Mileage Sales DER/DAPM. If a legitimate explanation is found, the MRO will report the test result as negative to the Goodyear Mileage Sales DER/DAPM and no further action will be taken. If the test is invalid without a medical explanation, a retest will be conducted under direct observation.

Any associate who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory that is independent from the laboratory that analyzed the primary specimen. The test must be conducted on the split sample that was provided by the associate at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The associate's request for a split sample test must be made to the MRO within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the associate.

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled and will direct Goodyear Mileage Sales to retest the associate under direct observation.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the associate through the MRO. If the primary specimen is verified positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.

Any covered associate whose test result is verified positive for drugs will be immediately removed from safety-sensitive duties, referred to at least two Substance Abuse Professionals (SAPs) and will be subject to discipline, up to and including discharge.

ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening test may be performed using a non-evidential testing device which is also approved by NHTSA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct associate. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the associate and to maintain the integrity of the alcohol testing procedures and validity of the test result.

Goodyear Mileage Sales affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be cancelled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

The alcohol testing form (ATF) required by 49 CFR Part 40, as amended, shall be used for all FTA required alcohol testing. Failure of an associate to sign step 2 of the ATF will be considered a refusal to submit to testing.

Any covered associate whose alcohol test result is confirmed from 0.02 up to 0.04 will be removed from safety-sensitive job functions, referred to substance abuse counselor and will be subject to the disciplinary process, up to and including discharge.

Any covered associate whose alcohol test result is confirmed at 0.04 BAC or greater will be immediately removed from safety-sensitive job functions, referred to at least two SAPs, and will be subject to discipline, up to and including discharge.

PRE-EMPLOYMENT TESTING

All applicants for safety-sensitive positions shall undergo urine and hair drug testing prior to performance of safety-sensitive job functions.

1. All offers of employment for safety-sensitive positions shall be extended conditionally upon the applicant passing the above required drug tests. An applicant shall not be hired into a safety-sensitive position unless the applicant takes the above required drug tests with negative results.
2. If an applicant fails pre-employment drug testing, the conditional offer of employment shall be rescinded. The applicant will be referred to at least two SAPs per 49 CFR Part 40, as amended. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least six (6) months from the date of the test. Evidence of completion of the return to duty process per 49 CFR Part 40, as amended, and a negative pre-employment drug test will be required prior to future consideration for employment in a safety-sensitive position. The cost of the SAP assessment and any subsequent treatment will be the sole responsibility of the applicant.
3. A non-safety sensitive associate shall not be placed, transferred, or promoted into a safety-sensitive position until the associate takes a DOT / FTA regulated drug test with negative results.
4. When an associate being placed, transferred, or promoted from a non-safety sensitive position to a safety-sensitive position submits to a drug test with a verified positive result, the associate will not be placed into the safety-sensitive position. The positive test results will be communicated to the current manager and the associate will be subject to discipline, up to and including discharge.
5. If a pre-employment drug test is cancelled, Goodyear Mileage Sales will require the applicant to take and pass another pre-employment drug test.

6. In instances where a safety-sensitive associate is on an extended leave for a period of 90 consecutive calendar days or more, regardless of reason, and is out of the testing pool as described below, the associate will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to conducting safety-sensitive job functions. Associates in violation of this provision will be subject to discipline, up to and including discharge.
7. In instances where a safety-sensitive associate is on an extended leave for a period of 90 consecutive calendar days or more, regardless of reason, and remains in the testing pool as described below, the associate will be required to take a non-DOT drug test under Goodyear Mileage Sales authority and have negative test results prior to conducting safety-sensitive job functions. Associates in violation of this provision will be subject to discipline, up to and including discharge.
8. An applicant who is not able to provide an adequate urine sample within three (3) hours after attempting to provide an initial sample, will result in the applicant going for a medical evaluation . Requests for accommodations due to medical reasons should be directed to the individual(s) listed in Attachment A of this policy
9. An applicant with a negative dilute drug test result will be required to retest.
10. Applicants are required to report previous DOT covered employer drug and alcohol test results for the previous two years. Failure to do so will result in the employment offer being rescinded. Applicants who previously failed and/or refused DOT covered drug and alcohol tests must show evidence of completion of the return to duty process per 49 CFR Part 40, as amended.

RANDOM TESTING

All safety-sensitive associates will be subjected to random, unannounced testing. The selection of associates shall be made by a scientifically valid method of randomly generating an associate identifier from the appropriate pool of safety-sensitive associates.

1. The dates for administering unannounced testing of randomly selected associates shall be spread reasonably throughout the calendar year. Random testing will be conducted on all days and hours during which safety-sensitive job functions are performed.
2. The number of associates randomly selected for drug and alcohol testing during the calendar year shall not be less than the percentage rates established by Federal regulations for those safety-sensitive associates subject to random testing by Federal regulations.
3. Each safety-sensitive associate shall be in a pool from which the random selection is made. Each safety-sensitive associate in the pool shall have an equal chance of selection each time the selections are made. Associates will remain in the pool and subject to selection, whether or not the associate has been previously tested. There is no discretion on the part of management in the selection of the individuals who are to be tested.
4. Random drug tests can be conducted at any time during an associate's shift. Breath alcohol random tests can be performed only during, just before, or just after the associate's performance of safety-sensitive work.
5. Associates are required to proceed immediately to the designated drug and alcohol collection location upon notification of their random selection.
6. Unless otherwise notified by management, associates will resume safety-sensitive job functions upon completing the test.
7. In the event that either the drug or breath alcohol test result is verified positive, the associate will be immediately removed from safety-sensitive functions, referred to at least two SAPs and subject to discipline, up to and including discharge.

POST-ACCIDENT TESTING

All associates will be drug and alcohol tested where any damage is sustained during the operation of any powered vehicle, including off-highway vehicles such as forklifts and high-lows, whether owned by Goodyear or not. If the accident results in DOT required testing (see below), the DOT required drug and alcohol test will be administered first per DOT regulations, followed by the subsequent non-DOT drug and alcohol tests under Company authority.

DOT Required Post-Accident Testing

All safety-sensitive associates will be required to undergo post-accident drug and alcohol testing if they are involved in an accident with a public transportation vehicle that results in a fatality regardless of whether or not the public transportation vehicle is in revenue service at the time of the accident. This includes all surviving safety-sensitive associates that are operating the vehicle at the time of the accident and any other associate whose performance could have contributed to the accident.

In addition, a post-accident drug and alcohol test will be conducted if an accident with a public transportation vehicle results in the following and an associate's performance cannot be completely discounted as a contributing factor based on the best information available at the time of the decision:

1. An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident.
2. One or more vehicles incurs disabling damage as the result of the accident and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner. Disabling damage also includes damage to vehicles that could have been operated but would have been further damaged if so operated. This does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that makes them inoperative.

As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the associate operating the public transportation vehicle and all other associates whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate supervisor shall ensure that an associate is tested as soon as practicable, but no longer than eight (8) hours after the accident for alcohol, and within thirty-two (32) hours for drugs. If an alcohol test is not performed within two (2) hours of the accident, the supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within eight (8) hours, or the drug test within thirty-two (32) hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any safety-sensitive associate involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test. An associate who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his/her location if he/she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an associate from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the event that Goodyear Mileage Sales is unable to perform an FTA drug and alcohol test (i.e. associate is unconscious, associate is detained by law enforcement agency), Goodyear Mileage Sales may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

Any associate who is required to submit to a post-accident drug and alcohol test shall not be permitted to perform any safety-sensitive job functions until negative test results are returned. Time off will be unpaid in the event that either the drug or breath alcohol test result is verified positive and the associate will be referred to at least two SAPs and subject to discipline, up to and including discharge.

REASONABLE SUSPICION TESTING

All safety-sensitive associates will be subject to reasonable suspicion drug and alcohol testing when there are reasons to believe that drug use or alcohol misuse is impacting job performance and safety. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the associate's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse.

1. Reasonable suspicion referrals must be made by one supervisor who is trained to detect the signs and symptoms of drug use and alcohol misuse, and who reasonably concludes that a covered associate may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted during, just before, or just after the associate's performance of safety-sensitive function. A reasonable suspicion drug test can be performed any time a safety-sensitive associate is on duty and / or performing work on behalf of the Company.
2. The supervisor should arrange a ride (another associate, taxi cab, etc.) to the nearest testing location for substance testing (alcohol, illegal and unauthorized drugs). The supervisor should take reasonable steps to prevent the suspected associate from driving during this time and refusals may be referred to law enforcement as the circumstances warrant. If the associate refuses the offer, a record will be made of the offer and refusal.

3. Any associate who is required to submit to a reasonable suspicion drug and alcohol test shall not be permitted to perform any safety-sensitive job functions until negative test results are returned. Time off will be unpaid in the event that either the drug or breath alcohol test result is verified positive and the associate will be referred to at least two SAPs and subject to discipline, up to and including discharge.
4. Any covered associate who refuses an instruction to submit to a reasonable suspicion drug and/or alcohol test shall not be permitted to finish his/her shift. Associates who violate this provision will be removed from duty immediately, referred to a SAP, and subject to discipline, up to and including discharge. Law enforcement may be notified, as appropriate.
5. A written record of the observations which led to a drug and alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor or other trained official making the observation prior to the release of the results. This written record should be submitted to the Goodyear Mileage Sales DER/DAPM and shall be attached to the forms reporting the test results.

ZERO TOLERANCE

Goodyear Mileage Sales is dedicated to protecting its most valuable asset, its associates, by providing a healthy and safe working environment. It is Goodyear Mileage Sales' policy to ensure that associates are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner. Therefore, Goodyear Mileage Sales has a zero-tolerance policy resulting in the immediate termination of employment for any associate who has a verified positive drug test result, has had a breath alcohol concentration of 0.02 up to 0.039 or greater or has been involved in any other activity that violates DOT/FTA regulations including refusal to submit to testing under the following testing categories:

- Random Testing
- Reasonable Suspicion Testing
- Post-Accident Testing

Goodyear Mileage Sales will refer discharged associates who were performing safety-sensitive job functions at the time of testing to at least two SAPs.

RETURN-TO-DUTY TESTING

Goodyear Mileage Sales does not perform return-to-duty testing because of our Zero Tolerance policy listed above, except in the case of Voluntary Treatment as defined below.

FOLLOW-UP TESTING

Goodyear Mileage Sales does not perform follow-up testing because of our Zero Tolerance policy listed above, except in the case of Voluntary Treatment as defined below.

VOLUNTARY TREATMENT REQUIREMENTS

Covered associates are encouraged to make use of the available resources for treatment for illegal drug use, prescription drug misuse and alcohol misuse problems. Under Goodyear Mileage Sales' policy, a covered associate who voluntarily discloses a substance abuse problem before a disciplinary matter develops and/or before notification of a required test, will be subject to non-DOT return-to-duty and follow-up testing in a manner consistent with Part 655 and Part 40 procedures using non-Federal testing forms. The purpose of return-to-duty testing and follow-up testing is to provide a degree of assurance that the associate is able to return to work drug and alcohol free.

The associate must be referred to the Employee Assistance Program (EAP), be evaluated by a substance abuse counselor (SAC), pass a return-to-duty test and meet other return-to-duty requirements. A return-to-duty test will include both drug and alcohol testing. The associate must have a negative drug test result and a breath alcohol test result of less than 0.02 before returning to his/her safety-sensitive job functions. Once returned and as a condition of ongoing employment, the associate must follow the recommended frequency and duration of follow-up testing from the EAP. Any associate who refuses or fails to comply with requirements for treatment, after care, or return-to-duty will be discharged. The cost of any treatment or rehabilitation services will be paid for directly by the associate. Associates will be allowed to take accumulated sick, personal and vacation leave to participate in the prescribed rehabilitation program.

Goodyear Mileage Sales will pay the cost of the return-to-duty and any follow-up drug and alcohol testing. If during the prescribed follow-up testing period, the associate refuses to test or has a verified positive test result, the associate will be referred to a substance abuse counselor and subject to discipline, up to and including discharge.

RETURN-TO-DUTY TESTING RELATING TO VOLUNTARY TREATMENT ONLY

All safety-sensitive associates who enter the voluntary treatment program must test negative for drugs and alcohol (below 0.02) and be evaluated and released by the substance abuse counselor. Before scheduling the return-to-duty test, the counselor must assess the associate and determine if the required treatment has been completed. Following the initial assessment, the counselor will recommend a course of rehabilitation unique to the individual. The counselor will recommend the return-to-duty test only when the associate has successfully completed the treatment requirement and is known to be drug and alcohol free and there are no undue concerns for public safety.

FOLLOW-UP TESTING RELATING TO VOLUNTARY TREATMENT ONLY

All safety-sensitive associates will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty in a manner consistent with Part 655 and Part 40 procedures using non-Federal or non-DOT testing forms. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAC reflecting the SAC's assessment of the associate's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

BEHAVIORS THAT CONSTITUTE A REFUSAL TO TEST

Refusal to submit to a drug or alcohol test will be a violation of the Goodyear Mileage Sales Anti-Drug and Alcohol Misuse Policy. Associates violating this provision will be removed from duty immediately, referred to at least two SAPs and subject to discipline, up to and including discharge. The following circumstances will constitute a test refusal:

1. Failure to appear for any drug or alcohol test (except a pre-employment test) within a reasonable time, as determined by Goodyear Mileage Sales, consistent with applicable FTA regulations, after being directed to do so by Goodyear Mileage Sales.
2. Failure to remain at the testing site until the testing process is complete (for pre-employment testing, the testing process does not begin until the donor receives the specimen collection cup for the drug test or the mouthpiece is selected for the breath alcohol test).
3. Failure to provide a urine or breath specimen for any drug or alcohol test.
4. In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the provision of a specimen.
5. Failure to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
6. Failure or decline to take an additional drug or alcohol test Goodyear Mileage Sales or the collector has directed associate or applicant to take.
7. Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Goodyear Mileage Sales DER/DAPM. In the case of a pre-employment drug test, the candidate is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test.
8. Failure to cooperate with any part of the testing process (e.g. refuse to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector).
9. For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if any type of prosthetic or other device that could be used to interfere with the collection process.
10. Possession or use of a prosthetic or other device that could be used to interfere with the collection process.

11. Admittance to the collector or MRO that the specimen was adulterated or substituted.
12. MRO reports that the associate has a verified adulterated or substituted test result.
13. Failure or refusal to sign the certification at Step 2 of the alcohol testing form.
14. Leaving the scene of an accident without just cause prior to submitting to a test.

NEGATIVE DILUTE SPECIMEN

1. Goodyear Mileage Sales will conduct a second collection in every instance of negative dilute, under the guidelines of 49 CFR Part 40, as amended.
2. A negative dilute specimen does not trigger an observed collection, unless directed to do so by the MRO.
3. If the second collection is negative dilute it will be classified as negative and no additional testing is required, unless directed to do so by the MRO.

OBSERVED COLLECTIONS

Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advanced notice will occur if:

1. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Goodyear Mileage Sales that there was not an adequate medical explanation for the result.
2. The MRO reports to Goodyear Mileage Sales that the original verified positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
3. The laboratory reports to the MRO that the specimen was negative dilute with a creatinine concentration greater than or equal to 2mg/dL but less than or equal to 5mg/dL and the MRO reported the specimen as negative dilute and that a second collection must take place under direct observation.
4. The collector observes materials brought to the collection site or the associate's conduct clearly indicates an attempt to tamper with a specimen.
5. The temperature on the specimen was out of range.
6. Anytime the associate is directed to provide another specimen because the original specimen appeared to have been tampered with.
7. All follow-up tests.
8. All return-to-duty tests.

INFORMATION DISCLOSURE

Drug and alcohol testing records shall be maintained by the Goodyear Mileage Sales DER/DAPM; except as provided below or by the law, the results of any drug and alcohol test shall not be disclosed without express written consent of the associate.

- 1 The associate, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. All associates have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Associates may not have access to SAP referrals and follow-up testing plans.
- 2 Records of a verified positive drug or alcohol test result shall be released to the Goodyear Mileage Sales DER/DAPM and the associate's General Manager on a need to know basis.
- 3 Records will be released to a subsequent employer only upon receipt of a written request from the associate.
- 4 Records of an associate's drug and alcohol tests shall be released to the adjudicator in a grievance, lawsuit or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug and alcohol test. The records will be released to the decision maker in the proceeding. The information will only be released with binding stipulation from the decision maker to make it available only to parties in the proceeding.
- 5 Records will be released to the National Transportation Safety Board during an accident investigation.
- 6 Records will be released to the DOT or DOT agency (e.g., FTA) with regulatory authority over Goodyear or its employees.
- 7 Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Goodyear Mileage Sales or the associate.
- 8 If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.
- 9 In cases of a contractor or sub-recipient, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

ATTACHMENT A

PROFESSIONAL RESOURCES INVOLVED IN GOODYEAR MILEAGE SALES' ANTI-DRUG AND ALCOHOL MISUSE POLICY

Goodyear Mileage Sales Designated Employer Representative (DER) / Drug and Alcohol Program Manager (DAPM)

Human Resources Specialist- Mileage Sales
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316
330-796-6040

Medical Review Officer

Dr. Paul Teynor
Workforce QA
1430 South Main Street
Salt Lake City, UT 84115
801-503-3418

Employee Assistance Program

Achieve Solutions
www.achievesolutions.net/goodyear
877-606-1129

ATTACHMENT B

TESTING CLASSIFICATIONS – AS DEFINED BY 49 CFR PART 655, AS AMENDED

JOB TITLE	TESTING AUTHORITY	ASSOCIATE CATEGORY
Area Supervisor	DOT / FTA	Revenue Vehicle & Equipment Maintenance
Region Manager	DOT / FTA	Non-safety Sensitive Work per 49 CFR Part 655, as amended
Supervisor	DOT / FTA	Revenue Vehicle & Equipment Maintenance
Tire Changer	DOT / FTA	Revenue Vehicle & Equipment Maintenance
Tire Maintenance Inspector	DOT / FTA	Revenue Vehicle & Equipment Maintenance
Tire Maintenance Inspector Supervisor	DOT / FTA	Revenue Vehicle & Equipment Maintenance
Working Foreman	DOT / FTA	Revenue Vehicle & Equipment Maintenance
Business Operations Contract Acquisition and Compliance Manager	Goodyear Corporate Policy 370	Non-safety Sensitive Work per 49 CFR Part 655, as amended
Contract Administration Section Manager	Goodyear Corporate Policy 370	Non-safety Sensitive Work per 49 CFR Part 655, as amended
Fleet Sales Manager	Goodyear Corporate Policy 370	Non-safety Sensitive Work per 49 CFR Part 655, as amended
General Manager	Goodyear Corporate Policy 370	Non-safety Sensitive Work per 49 CFR Part 655, as amended
Senior Mileage Contract Administrator	Goodyear Corporate Policy 370	Non-safety Sensitive Work per 49 CFR Part 655, as amended
Shared Services Staff	Goodyear Corporate Policy 370	Non-safety Sensitive Work per 49 CFR Part 655, as amended

ATTACHMENT C

DOT "MEDICAL" MARIJUANA NOTICE

DOT OFFICE OF DRUG AND ALCOHOL POLICY AND COMPLIANCE NOTICE



Recently, some states passed initiatives to permit use of marijuana for so-called "recreational" purposes.

We have had several inquiries about whether these state initiatives will have an impact upon the Department of Transportation's longstanding regulation about the use of marijuana by safety-sensitive transportation employees – pilots, school bus drivers, truck drivers, train engineers, subway operators, aircraft maintenance personnel, transit fire-armed security personnel, ship captains, and pipeline emergency response personnel, among others.

We want to make it perfectly clear that the state initiatives will have no bearing on the Department of Transportation's regulated drug testing program. The Department of Transportation's Drug and Alcohol Testing Regulation – 49 CFR Part 40 – does not authorize the use of Schedule I drugs, including marijuana, for any reason.

Therefore, Medical Review Officers (MROs) will not verify a drug test as negative based upon learning that the employee used "recreational marijuana" when states have passed "recreational marijuana" initiatives.

We also firmly reiterate that an MRO will not verify a drug test negative based upon information that a physician recommended that the employee use "medical marijuana" when states have passed "medical marijuana" initiatives.

It is important to note that marijuana remains a drug listed in Schedule I of the Controlled Substances Act. It remains unacceptable for any safety-sensitive employee subject to drug testing under the Department of Transportation's drug testing regulations to use marijuana.

We want to assure the traveling public that our transportation system is the safest it can possibly be.

Jim L. Swart
Director
Office of the Secretary of Transportation
Office of Drug and Alcohol Policy and Compliance
Department of Transportation
December 3, 2012

Source: https://www.uscg.mil/nmc/announcements/pdfs/ODAPC_notice_recreational_mj.pdf

ATTACHMENT D

CUTOFF CONCENTRATIONS FOR DRUG TESTS

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)	150 ng/mL ³	Benzoylecgonine	100 ng/mL
Codeine/	2000 ng/mL	Codeine	2000 ng/mL
Morphine		Morphine	2000 ng/mL
Hydrocodone/	300 ng/mL	Hydrocodone	100 ng/mL
Hydromorphone		Hydromorphone	100 ng/mL
Oxycodone/	100 ng/mL	Oxycodone	100 ng/mL
Oxymorphone		Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamine/	500 ng/mL	Amphetamine	250 ng/mL
Methamphetamine		Methamphetamine	250 ng/mL
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA	250 ng/mL
		MDA	250 ng/mL

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, Δ-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ *Alternate technology (THCA and Benzoylecgonine):* When using an alternate technology initial test for the specific target analytes of THCA and Benzoylecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA).

⁵ Methylenedioxyamphetamine (MDA).

Source <https://www.gpo.gov/fdsys/pkg/FR-2017-11-13/pdf/2017-24397.pdf>

ATTACHMENT E

LEGAL DRUGS

Supplemental Policy for Over-the-Counter (Rx/OTC) Medications

Purpose

This supplemental policy provides guidelines for safety-sensitive associates, as defined by 49 CFR Part 655, as amended in balancing treatment of illnesses and the requirement of performing job functions. It is not the intent of this policy to limit associates from obtaining the treatment and medical that they need for their health and well-being, but to ensure that associates are medically qualified. The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. It is however, the associate's responsibility to inform the physician of the associate's job duties and determine from the physician, or other healthcare professional, whether or not the prescribed drug may impair their job performance or mental or motor function. It is the responsibility of the associate to remove themselves from service if they are unfit for duty.

In the interest of protecting associates, passengers, and the general public, Goodyear Mileage Sales must ensure that associates' use of any prescription or over-the-counter (Rx/OTC) medications, or any combination of drugs being taken, will not adversely impact the associate's job performance. The associate, must therefore, inform the prescribing medical practitioner of the associate's job duties performed, and then request the medical practitioner to evaluate the associate's health condition, currently used Rx/OTC medications and dietary supplements along with new Rx or recommended OTC medications to determine if the associate can safely perform his/her job functions without posing a direct threat to him/herself or others. By approving the use of prescribed or recommended medication, the medical practitioner is ensuring to the greatest extent possible that the associate's job duties can be performed safely without posing a direct threat to him/herself or others.

Pursuant to Goodyear Mileage Sales authority, associates are required to report the use of medically authorized drugs or other substances that may create a direct threat to his/her safety or the safety of others by impairing job performance to his/her supervisor and provide proper written medical authorization to work from a physician.

Pursuant to Goodyear Mileage Sales authority, failure to report the use of such drugs or the failure to provide proper evidence of medical authorization may result in disciplinary action, up to and including termination.

Applicability

This policy applies to safety-sensitive associates, as defined by 49 CFR Part 655, as amended. The procedure set forth herein applies only to Rx/OTC medications that are to be taken that would affect the performance of job duties and may create a direct threat to the associate's safety or the safety of others.

Prescription (Rx) and Over-the-Counter Medications

Prescription (Rx) Medications

Prescription medications are meant to be taken only by the individual for whom the prescription is written. The prescribing physician or healthcare professional must indicate in addition to the patient's name, the name of the substance, the quantity/amount to be dispensed, and instructions on frequency and method of administration, the number of refills, if any, and the date. Virtually all Rx medications can have some type of side effects, varying from mild to severe, depending on the medication and the individual for whom it is prescribed.

The appropriate use of Rx medications is not prohibited. However, the associate has the responsibility to discuss the potential effects of any Rx with the prescribing medical practitioner including its potential to impair mental functioning, motor skills, or judgment. The associate must refrain from performing any job functions any time his/her ability to safely perform these job duties is adversely impacted by the use of an Rx medication. The use or abuse of medications that impact an associate's ability to perform job functions is strictly prohibited. Examples of prohibited behavior include:

- a. The use of any Rx medication that adversely impacts the associate's ability to safely perform his/her job functions.
- b. Not taking medications for medical condition that could affect the performance of job duties.
- c. Use of medication that is not prescribed for the associate.
- d. Use of a medication that exceeds the prescribed dosage.
- e. Use of any medication that contains alcohol within eight (8) hours of performing job functions.

Over-the-Counter (OTC) Medications

Over-the-Counter (OTC) medications are legal, non-prescription substances taken for the relief of discomforting symptoms. These medications come in a variety of forms including capsules, powders, tablets, and liquids, and may be used as fever reducers, to relieve pain and symptoms of colds, flu and allergy symptoms; appetite suppressants, bowel preparations, sleeping aids and stimulants.

The appropriate use of OTC medication is not prohibited. However, the associate has the responsibility to read the warning labels and contraindication notices, and, if necessary, discuss the potential effects of any OTC medications, combination of OTCs use of RX medications, dietary supplements, and health conditions with a medical practitioner or licensed pharmacist including its potential to impair mental functioning, motor skills, or judgment. Associates must refrain from performing job functions any time their ability to safely perform their job duties is adversely impacted by the use of OTC medications. Examples of prohibited OTC medication use include:

- a. The use of any OTC medication that adversely impacts the associate's ability to safely perform his/her job duties.
- b. Use of any medication that contains alcohol within eight (8) hours of performing job functions.

- c. The use of any combination of OTCs with the same active ingredient which could result in an overdose.
- d. Use of medication that is outside its recommend use and/or exceeds the recommended dosage.

The use of any substance which carries a warning label that indicates that mental functions, motor skills or judgment may be adversely impacted must be reported to a supervisor before performing job functions. Associates are strongly urged to seek and obtain medical advice prior to using prescription or OTC drugs that may adversely impact his/her ability to perform job duties.

Mileage Sales Anti-Drug and Alcohol Misuse Policy
ACKNOWLEDGEMENT AND RECIEPT OF UNDERSTANDING

I hereby acknowledge that I have received and read Goodyear Mileage Sales Anti-Drug and Alcohol Misuse Policy. I have had an opportunity to review and understand the content of this policy and the applicable Department of Transportation and Federal Transit Administration regulations. I have and will continue to have an opportunity to ask any questions regarding the content or application of this policy with my manager, supervisor, and/or human resources. I also understand that I must comply with the policy as a condition of initial and/or continued employment, and any violation may result in disciplinary action up to and including termination.

Associate Signature

Date

Associate Name (type or print clearly)

Location

**RETURN THIS SIGNED
ACKNOWLEDGEMENT
TO AKRON.**

ASSOCIATE TO RETAIN THE POLICY

FOR THEIR RECORDS.

- Montebello Bus Lines -

Plan of Action / Scope of Work

OBJECTIVE

Goodyear intends to regularly communicate and consult with City of Montebello / Montebello Bus Lines (hereafter referred to as MBL) management to meet or exceed all tire service requirements in RFP 25-14. Goodyear intends to retain current tire service technician. In the event a need arises to replace current tire service technician, Goodyear shall employ a technician(s) who will meet or exceed MBL's contract requirements.

STAFFING

Work force will consist of one (1) corporate contract manager, one (1) corporate HR associate, one (1) service lead/field manager, one (1) area supervisor (project manager), and one (1) certified commercial tire service (CTS -300 Level) technician. All associates will be required to meet or exceed qualifications noted in this plan. Summary of authorized representative contact info, including assignments as follows:

Goodyear Authorized Representative	Contact Numbers	Contact Address / Email	Assignment
Welker, Walter (Walt)	O: (330) 796-2862 F: (330) 796-5641	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH 44316-0001 walt_welker@goodyear.com	Manager Business Operations / Contract Manager
Poole, Emily (Emily)	O: (330) 796-1375 C: (234) 403-8545	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH 44316-0001 emily_quinn@goodyear.com	HR Specialist - Mileage
Papoi, Jeffrey (Jeff)	C: (330) 417-9507	The Goodyear Tire & Rubber Co 200 Innovation Way, Akron, OH 44316 jeffrey_papoi@goodyear.com	Service Lead (Field Mgt)
Duran, Gabriel (Gabe)	O: (626) 279-6195 F: (626) 410-1189 C: (626) 216-5237	13351 12th Street Chino, CA 91710 gabe_duran@goodyear.com	Area Supervisor (Supervision / Training / Tech Service / Parts Representative)
Tire Maint. Technician			Tire Service

MANAGEMENT

Monitoring the quality of service and assuring compliance will be the responsibility of the Goodyear's Service Lead and Area Supervisor. This will be accomplished using the following checklists and visits:

- An "Inflation Checklist" will be maintained for MBL's bus maintenance facility. Tire Service Technician will be required to identify which vehicles they air check by recording the date of inspection and their initials.

Minimum standards on a number-of-vehicles-per-day basis will be established to assure one hundred percent (100%) of MBL's vehicles are checked as required.

- 'Tire Service Checklist' will be required. During management visits once every sixty days, a checklist will be completed by Goodyear's Area Supervisor. A copy of the completed Tire Service Checklists will be provided to the MBL Equipment Supervisor.
- The Area Supervisor will meet with MBL staff at least once every sixty days (60) to assist in educating each other on sources, references, and problems to improve overall efficiency. Goodyear's Management team will meet with designated MBL personnel, at MBL's designated facilities, at least twice a year to report contractual performance, issues and solutions.

SUPERVISION

The Area Supervisor will work cooperatively with MBL reviewing and monitoring service requirements and the tire service associate. Meeting MBL service needs will include, but will not necessarily be limited to the following:

- Provide off-site tire support in the event the regularly scheduled tire technician is unavailable.
- Supervisory staff will be TIA 400 certified to instruct, install and perform tire maintenance services. They will comply with occupational safety and health administration requirements.
- Adjust service hours as required to meet the needs of MBL.
- Provide a minimum of three (3) contact phone numbers in the event emergency scheduled shift coverage is required.
- Enforce and monitor Tire Service Technician driver's licenses requirements.
- Require and enforce Standard Work Rules for all service personnel assigned to this contract. Enforcement handled in a firm but fair manner to assure a satisfactory level of service to MBL.
- On a quarterly basis, check air gauges for proper calibration and note this information on "Tire Service Checklist".
- On a quarterly basis, confirm each tire in the fleet is pressure-checked every seven (7) days and report this information to the MBL's Equipment Supervisor.
- On a quarterly basis, confirm MBL has provided tire movement information for all tire changes, including

- brake jobs and road calls, performed by MBL personnel in order to assure accurate and detailed monthly reports.
- Monitor buses requiring wheel alignment or related defects by reviewing Goodyear's "Abnormal Tire Reports" (B76).
 - Certify that all torque wrenches are calibrated annually.
 - Monitor proper spare stock tire storage and security of spare stock.
 - Monitor used and waste tire manifest requirements.
 - Monitor bus wheel maintenance program.

TRAINING

Recertification for commercial tire service (CTS -300 Level) technician will be every two years. A structured, on-the-job "continuum" training program will be required to assure MBL is provided an efficient comprehensive tire service program at-all-times. Goodyear staff will review different key service elements from our "Mileage Tire and Retread Service Manual" in detail with Tire Service Technician, requiring the technician to demonstrate proficiency.

SAFETY

Compliance with the FTA Alcohol and Drug Testing Guidelines established by 49 CFR Parts 655 and 49 CFR Parts 40 as applicable, including pre-employment, reasonable cause, post accident, return to duty and random testing and all MBL and/or

OSHA safety requirements will be stressed throughout the term. A Safety and Health Inspection will be required at start-up and at least quarterly by Goodyear field supervisory and/or management associates.

TIRE SERVICE REQUIREMENTS *(Scope of Work)*

Under Goodyear's proposed plan of action with quality control/assurance process, the following standards will meet or exceed MBL's expectations, and such standards will include:

- Supply and maintain numerically (with customer prefix) branded transit bus tire levels at MBL's bus maintenance facility with a minimum of one-half ($\frac{1}{2}$) spare transit bus tire, per vehicle, per tire size that meet all regulatory requirements to assure uninterrupted service.
- Monitor tread depths and schedule for service according to DOT specifications i.e.; front wheel (steer) minimum tread depth of 4/32 and other than front wheels (rear, center or tag) minimum of 2/32 at any point in the tread

configuration.

- Furnish all necessary labor, tools and equipment not provided by MBL.
- Maintain and repair all tires according to industry standards.
- Deliver / load / unload all new and scrap lease tire shipments, as required.
- Maintain outward wheel position appearance by placing clean shiny wheel surface to all outside wheel positions.
- Pressure check with tire inflation gauge, visually inspect tread, sidewalls and entire integrity of tires. Assure that each vehicle in the fleet is pressure checked at least every week (7) days.
- Report all vehicle tire or non-tire related mechanical defects to operating garage Vehicle Maintenance Manager, Supervisor or Bus Mechanic Lead Worker in writing, utilizing Goodyear's "Abnormal Tire Wear Report" (B-76).
- Make available to MBL, legible and accurate documentation of work performed on a monthly and/or historically basis including, but not limited to; number of wheels polished by bus number, tire changes, inventory (consignment) of tires, vehicles air pressure checked and adjusted, tires removed from service by type, size, wheel position, etc.
- Hand torque and safety strip (safety strip material supplied by MBL) all tire lug nuts to manufactures specifications using the proper torque sequence every time a tire is changed.
- Make available to MBL, upon request, technical services for assisting and/or resolving any problems that may arise in connection with the use of any Goodyear tires called for under RFP 25-14.
- Be fully responsible for the care of all tire service equipment.
- Working area to be clean and free of any safety hazards during working hours and thoroughly cleaned and free of all tools, equipment and supplies prior to completing and ending scheduled tire service.
- Maintain proper records of removal and remediation of used and waste bus tires as cited in California Code of Regulation, Title 14, Chapter 6.

TIRE FITMENT ACTION PLAN (*MBL owned bus tires*)

It is understood that Goodyear shall maintain all MBL owned bus tires, including regrooving and repair of flat tires to keep them in proper operating conditions. Additionally, it's understood that Goodyear will continuously use MBL bus tires

insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service.

BUS WHEEL MAINTENANCE PROGRAM

Under Goodyear's bus wheel maintenance program, the following standards will meet or exceed MBL's expectations, and such standards will include:

- Tire Service Technicians will sort wheels for reuse, reconditioning or disposal,
- Corrosion will be removed from wheels and hub, flange and coin holes by use of a scrapper, wire brush, grinder or buffing device,
- When mounting or dismounting tires with aluminum wheels, Tire Service Technician shall exercise care to prevent damage or scratching.
- Aluminum wheels shall be cleaned and polished with MBL supplied material & equipment each time they are mounted, repaired and/or the equivalent of ten vehicle wheels per week. No dust or road grime shall be visible on any wheel mounted for service. Aluminum wheels shall be dressed for rim flange wear in accordance with the Alcoa Wheel Service Manual. The Tire Service Technician will notify MBL Materials and Vehicle Maintenance Manager when wheels are no longer suitable for service as determined by use of a rim gauge. All rims determined to be non-useable shall be returned to MBL.

TIRE SERVICE EQUIPMENT, TOOLS AND SUPPLIES

(Narrative, Reliability/Availability/Maintainability)

Goodyear's equipment, hand tools and tire supply requirements shall address all elements to successfully comply with MBL's RFP 25-14, including support and training for all equipment. They shall be derived from partnered customers, industry manufactures, suppliers and distributors, and support, the user's readiness objectives. Reliability requirements are addressed through R&D and long-term practical application; addressing reliability to assure MBL does not experience any disruption in bus service or cause adverse impacts on providing bus transportation. Availability requirements are addressed by pre-planning and partnered customers, industry manufactures, suppliers and distributors, allowing for priority demand and supply; addressing availability to assure MBL does not experience any disruption in bus service or cause adverse impacts on providing bus transportation. Maintainability requirements shall be addressed by MBL, Tire Service Technician, Area Supervisor, Service Lead and respective

equipment manufacture and be fully responsible for the care, servicing, preventive, and corrective maintenance of the following minimum listed equipment to service RFP 25-14:

Goodyear Supplied

- Tire Spreader (Ascot/Myers T54)
- Tire Inflation Cage (3 Bar Minimum Safety Cage)
- Impact Wrench and Sockets (CP 797-SP6, misc socket)
- Jet Ring/Surge Tank (B&J Bead Seater or equivalent)
- Torque Wrench (TM600-1 Breakaway)
- Tire Management Software and Hardware

NOTE: MBL will bear the cost of parts and repair service required on MBL supplied equipment due to normal wear and routine maintenance.

End of Plan of Action / Scope of Work

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4379
WITH THE GOODYEAR TIRE & RUBBER COMPANY**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **September 10, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and THE GOODYEAR TIRE & RUBBER COMPANY (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional CONTRACTOR to provide tire lease services, including the delivery and maintenance of transit bus tires for the CITY's fleet to ensure safe and efficient operations; and

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposals dated June 26th, 2025 (RFP No. 25-14), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "CONTRACTOR Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 25-14, attached hereto as **Exhibit "A."**
- c. CONTRACTOR'S Proposal to RFP No. 25-14 dated July 31, 2025, attached hereto as **"Exhibit "B"**.
- d. CONTRACTOR'S "Best and Final Offer" to RFP No. 25-14 dated August 11, 2025, attached hereto as **"Exhibit "C"**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 2 of 12

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Bus Tire Lease Services, in the City of Montebello (June 25, 2025) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Tire Lease Services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONTRACTOR shall be compensated a sum not-to-exceed **FIVE HUNDRED FORTY-FOUR THOUSAND, TWO HUNDRED NINETY-EIGHT DOLLARS**. (\$ 544,298.00) (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, CONTRACTORS or subCONTRACTORS to assist in the completion of services as herein defined. Compensation for additional

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 3 of 12

individuals, CONTRACTORs or subCONTRACTORs shall be the sole and exclusive responsibility of the CONTRACTOR.

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 4 of 12

CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 5 of 12

compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subCONTRACTORS for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 7 of 12

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

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

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebellocity.gov

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

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

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

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

j. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 8 of 12

CONTRACTOR's insurance and shall not contribute with it.

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 10 of 12

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

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello – Transportation Department
Attn: John Soria, Director of Transportation Department
400 S Taylor Ave,
Montebello, CA 90640
(323) 559-1625 x1315
Email: Jsoria@montebellocal.gov

If to CONTRACTOR: The Goodyear Tire & Rubber Company
Attn: Walt Welker
200 Innovation Way D/710
Akron, OH 44316
(330) 796-2868
Walt_welker@goodyear.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-CONTRACTOR and applicants are employed, and that employees are treated

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 12 of 12

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

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**The Goodyear Tire & Rubber
Company**

Raul Alvarez, City Manager

Walt Welker, Manager Business
Operations Mileage Sales, Lease &
Service

ATTEST:

Kimberly Guillen, Senior Deputy City
Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 13 of 12

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Best and Final Offer

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

EXHIBIT “C”

CONTRACTOR’S Best and Final Offer



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **ADOPT RESOLUTION NO. 25-81 APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO ACCEPT MONTEBELLO BUS LINES' PARTICIPATION IN THE ZERO EMISSION TRANSIT CAPITAL PROGRAM**

DATE: September 10, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-81 approving an amendment to the Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to accept Montebello Bus Lines' (MBL) reduced allocation amount of \$1,180,848 from the Zero Emission Transit Capital Program (ZETCP), effective June 26, 2025, through June 30, 2028; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be reasonable and necessary.

FISCAL IMPACT:

There is no fiscal impact to approve an amendment to the MOU between the City and LACMTA, to accept Montebello Bus Lines' (MBL) participation in the Zero Emission Transit Capital Program (ZETCP) (Attachment A). By participating in this program, the City will receive a revised one-time allocation of \$1,180,848 for Fiscal Year 2025-26. Once these funds are allocated, the City Council will be requested to approve receipt of these funds and to amend the FY 2025-26 adopted operating budget to appropriate these funds into the accounts designated for MBL's zero emission transition plan. Staff will

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 10, 2025

Page 2 of 2

return to City Council with recommended actions to appropriate these funds at a future meeting.

BACKGROUND/DISCUSSION:

On February 12, 2025, City Council approved Resolution No. 25-09 authorizing an MOU between the City and LACMTA to accept MBL's participation in the ZETCP where MBL was allocated funding in the amount of \$3,168,129. The ZETCP funds allow agencies to use the approved allocation to fund transit operating and/or capital improvement projects. The City's intent was to utilize the ZETCP funds in accordance with the Los Angeles County Regional Zero Emission Bus Procurement Policy (Attachment B) adopted by the LACMTA Board on September 26, 2024.

On June 26, 2025, the LACMTA Board approved Proposition C, 40% Discretionary ZETCP funding for eligible transit operators, with funding reduced from \$49.84 million to \$18.5 million. Consequently, the City's allocation was reduced from \$3,168,129 to \$1,180,848. LACMTA is the agency responsible for administering these funds, and the City's share of the program funding for FY 2025-26 in the amount of \$1,180,848. Through this resolution, the existing MOU will be amended by attaching the revised ZETCP-Equivalent Fund Allocation. The MOU is effective as of June 26, 2025, through June 30, 2028.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council adopt Resolution No. 25-81 (Attachment C) approving an amendment to the MOU between the City and LACMTA to accept MBL's participation in the ZETCP from June 26, 2025, through June 30, 2028; authorize the City Manager to execute the MOU on the City's behalf; and take such additional, related, action as reasonable and necessary.

ATTACHMENT(S)

1. Attachment A – Revised ZETCP MOU between the City and LACMTA
2. Attachment B – Los Angeles County Regional Zero Emission Bus Procurement Policy
3. Attachment C – Resolution No. 25-81



CITY OF MONTEBELLO

**MEMORANDUM OF UNDERSTANDING NO. 25 – 15 BETWEEN THE CITY OF
MONTEBELLO AND THE LOS ANGELES METROPOLITAN TRANSPORTATION
AUTHORITY (METRO)**

**MEMORANDUM OF UNDERSTANDING
TO ALLOCATE PROPOSITION C 40% DISCRETIONARY FUNDS
FOR THE LOS ANGELES COUNTY REGIONAL ZERO EMISSION TRANSIT
CAPITAL PROGRAM (ZETCP)**

This Memorandum of Understanding (“MOU”) is entered into as of June 26, 2025, by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and City of Montebello (“GRANTEE”).

WHEREAS, on September 26, 2024, the LACMTA Board adopted the Los Angeles County Regional Zero Emission Bus Procurement Policy; and

WHEREAS, the Board approved the Los Angeles County Regional Zero Emission Transit Capital Program (ZETCP)-Equivalent Fund Allocation Framework (“Framework”); and

WHEREAS, Senate Bill (SB) 125 Zero Emission Transit Capital Program will allocate \$320.6 million to Metro, as the county’s regional transportation planning agency, over four years beginning in 2024; and

WHEREAS, on September 26, 2024, the LACMTA Board approved the advancement of the total four-year allocation of \$49.84 million in Proposition C 40% Discretionary funds for Included and Eligible Transit Operators; and

WHEREAS, on June 26, 2025, the Board subsequently approved the Revised ZETCP-Equivalent fund allocations effectively reducing from \$49.84 million to \$18.5 million to the Included and Eligible Transit Operators commensurate with current ZETCP fund availability to Metro (Exhibit A), and delegate authority to the Chief Executive Officer to negotiate any future amendments if further adjustments are made in funding availability; and

WHEREAS, SB 125 ZETCP provides the flexibility to use the approved funds to fund transit operating and capital improvements; and

WHEREAS, all SB 125 ZETCP eligible projects must demonstrate that they will achieve a reduction in greenhouse gas emissions; and

WHEREAS, there are specific qualification requirement for use of ZETCP equivalent funds; and

WHEREAS, the GRANTEE is an Eligible or Included Operator and desires to receive the funds from LACMTA for the Los Angeles County Regional ZETCP; and

WHEREAS, LACMTA and GRANTEE desire to agree to the terms and conditions of the grant of funds.

NOW THEREFORE, in consideration of the mutual term and conditions contained herein, LACMTA and GRANTEE hereby agree as follows:

ARTICLE 1 - TERM

- 1.1. This MOU will be in effect from June 26, 2025, through June 30, 2028, unless terminated earlier as provided herein.
- 1.2 During the term of this MOU, LACMTA and Grantee shall not pursue legislation, legal or other actions to alter the LACMTA Board approved funding sources currently subject to formula allocations.

ARTICLE 2 - ALLOCATION OF PROPOSITION C 40% DISCRETIONARY FUNDS AND INVOICE PROCEDURE

- 2.1 Attached as Exhibit A is the board approved REVISED ZETCP-EQUIVALENT FUND ALLOCATIONS. GRANTEE shall receive one million one hundred and eighty thousand eight hundred forty-eight dollars (\$1,180,848) in FY25 only. GRANTEE agrees that the advanced allocation of funds allows for immediate use. LACMTA shall not be obligated to forward the funds for the ZETCP to GRANTEE until it receives an invoice, and the ZETCP Service Improvement Plan described in Article 3.1 below.
- 2.2 GRANTEE shall send LACMTA invoice(s) for the ZETCP funds in an amount consistent with the amount shown on the ZETCP-Equivalent Fund Allocation. LACMTA shall disburse funds for operating purposes monthly in equal portions. LACMTA shall disburse funds for capital purposes on a reimbursement basis.

ARTICLE 3 - USE OF FUNDS

- 3.1 Included in Exhibit B are the required elements of the ZETCP-Equivalent Funds Service Improvement Plan. GRANTEE shall submit a service improvement plan along with their request for funds. Funds can be used for capital and/or operating expenses. If GRANTEE intends to use for both purposes, then the plan must show the assignment of funds between operating and capital. The plan should explain how these services will achieve a reduction in greenhouse gas emissions. The service improvement plan may be amended by Grantee in coordination with the LACMTA.
- 3.2 GRANTEE shall use the funds as described in the service improvement plan.

ARTICLE 4 - AUDIT AND REPORTING REQUIREMENTS

- 4.1 GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with conditions defined by this MOU. GRANTEE shall maintain all documents and records related to the ZETCP and the use of the funds for three (3) years after the end of the fiscal year in which funds were expended. LACMTA may audit as provided herein up to three years after the end of the fiscal year within which the funds were expended.

- 4.2 By January 31, 2026, the GRANTEE shall submit to the LACMTA a completed TPM form including the use of the funds for operating transit service.

ARTICLE 5 – MISCELLANEOUS

- 5.1 This grant shall be a one-time grant subject to the terms and conditions agreed to herein. Except as otherwise provided in this MOU, the grant does not imply nor obligate any future funding commitment on the part of the LACMTA.
- 5.2 GRANTEE understands and agrees that in programming the funds and entering into this MOU, LACMTA is acting pursuant to its statutory authority and shall have no liability in connection with the use of these funds for public transit purposes or the projects or services described in the service improvement plan. GRANTEE shall fully indemnify, defend and hold the LACMTA, its directors, officers, employees and agents harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, legal fees and any claims for damages of any nature whatsoever arising out of (i) breach of GRANTEE's obligations under this MOU; (ii) misuse of the funds by GRANTEE or its officers, agents, employees or subcontractors; (iii) any act or omission of the GRANTEE or its officers, agents, employees or subcontractors in the performance and/or provision of the services provided under this MOU, the service improvement plan and/or the ZETCP-Equivalent Funds.
- 5.3 GRANTEE agrees to comply with all applicable local, state and federal laws and regulations in the provision of public transit services and any services rendered for the ZETCP.
- 5.4 LACMTA reserves the right to terminate this MOU and withhold the funds if the LACMTA Board terminates the ZETCP or if it is determined that the GRANTEE has not complied with all the terms and conditions contained herein until GRANTEE is determined to be in compliance.
- 5.5 No amendment or modification to this MOU shall be binding upon either party unless such amendment or modification is in writing duly executed by both parties. This MOU shall not be amended or modified by any acts or conduct of the parties.
- 5.6 GRANTEE is not a contractor, agent or employee of the LACMTA. GRANTEE shall not represent itself as a contractor, agent or employee of the LACMTA and shall have no power to bind the LACMTA in contract or otherwise.
- 5.7 This MOU and the Exhibits constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the dates below with all the formalities required by law.

GRANTEE
CITY OF MONTEBELLO

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____

By: _____

Name: _____

Stephanie Wiggins
Chief Executive Officer

Title: _____

Date: _____

Date: _____

Approved As To Form:

APPROVED AS TO FORM:

By: _____

DAWYN R. HARRISON
County Counsel

Date: _____

By: _____

Date:

8/21/2025

REVISED ZETCP-EQUIVALENT FUND ALLOCATIONS

Operators	SB1 - STA Allocation ⁽¹⁾	Original ZETCP Allocation ⁽²⁾	Revised ZETCP Allocation per State Budget Reduction ⁽²⁾⁽³⁾
<u>Included Operators:</u>			
1 Arcadia	0.0803%	\$ 128,657	\$ 47,954
2 Claremont	0.0282%	45,161	16,833
3 Commerce	0.1028%	164,790	61,422
4 Culver City	1.3009%	2,085,360	777,270
5 Foothill Transit	6.1695%	9,889,646	3,686,141
6 Gardena	1.2745%	2,042,965	761,469
7 La Mirada	0.0229%	36,667	13,667
8 Long Beach	5.7494%	9,216,219	3,435,136
9 Montebello	1.9764%	3,168,129	1,180,848
10 Norwalk	0.7545%	1,209,474	450,804
11 Redondo Beach DR	0.0143%	22,932	8,547
12 Redondo Beach MB	0.1796%	287,949	107,327
13 Santa Monica	4.9045%	7,861,768	2,930,295
14 Torrance	1.5116%	2,423,023	903,127
<u>Eligible Operators:</u>			
15 Antelope Valley	1.5593%	2,499,459	931,617
16 Santa Clarita	1.2974%	2,079,675	775,152
17 LADOT Local	2.2998%	3,686,505	1,374,061
18 LADOT Express	1.1688%	1,873,488	698,300
19 Foothill BSCP	0.6972%	1,117,544	416,539
20 Total Municipal Operators	31.0917%	\$ 49,839,411	\$ 18,576,508

Note:

(1) Based on FY24 SB1 Allocation Formula.

(2) This represents the total ZETCP allocation for all years of SB125.

(3) May be revised based on actual state fund allocation

**ZERO EMISSION TRANSIT CAPITAL PROGRAM (ZETCP) - EQUIVALENT FUND
QUALIFICATION REQUIREMENTS,
SERVICE IMPROVEMENT PLAN,
FINAL REPORT, AND LAPSING REQUIREMENT**

QUALIFICATION REQUIREMENTS

Senate Bill (SB) 125 Zero Emission Transit Capital Program (ZETCP) will allocate \$320.6 million to Metro, as the county's regional transportation planning agency, over four years beginning in 2024. The Metro Board of Directors approved the advancement of the total four-year allocation of \$49.84 million in Proposition C 40% Discretionary funds for included and eligible transit operators to cover the provisions of ZETCP. SB 125 ZETCP provides the flexibility for operators to use the approved funds to fund transit operating and capital improvements.

Transit Capital

Transit operators must participate in Metro's SB 125 ZETCP Regional Bus Procurement Program or equivalent multi-agency procurement. Project must meet Terms of FTA February 2024 "Dear Colleague" letter (attached) corresponding provisions for reduced customizations, standardized specifications, and milestone payments with testing and performance bond or other security. Project must also meet Clean Air Resource Board (CARB) Innovative Clean Transit (ICT) Regulations.

Transit Operations

Funds may be used for operations only after the operator has drawn down fully on federal COVID relief funding, including American Rescue Plan Act (ARPA) and Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act funding.

SERVICE IMPROVEMENT PLAN

Transit Capital

Transit operator requesting to use allocation of ZETCP-Equivalent Fund for capital projects (Zero Emission Bus Purchases/Charging Infrastructure & other Zero Emission Vehicles used for transit service), shall submit the following for each project:

1. A summary or fact sheet that includes the following elements:
 - a. Implementing agency or agencies.
 - b. Project title.
 - c. Dates for the start and end of each project phase.
 - d. Summary of project scope.
 - e. Total project costs, including identification of the amount of funding used for project management as budgeted for the agency or agencies involved.

2. A detailed project schedule, including the project's current status, and the completion dates of all major delivery milestones.
3. Project location – provide a map for each of the following, where relevant:
 - a. Project location denoting the project site and impacted transit lines.
 - b. Planned and existing active transportation infrastructure.
4. An explanation of greenhouse gas reducing features of the project.
5. An explanation of expected ridership benefits of the project when constructed, if any.

When requesting reimbursement for capital related expenses, operator must show proof of participation in Metro's regional bus procurement or equivalent multi-agency procurement that meets corresponding provisions for reduced customizations and milestone or advanced payment.

Transit Operations

An operator that requests to use its allocation of ZETCP-Equivalent funding for transit operations shall include the following information:

1. Operator's total ridership for FY22-23.
2. Amount of funding requested.
3. List of specific activities funded by the request, quantified where possible:
 - a. Amount of service being paid for by the additional funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). Costs involved in maintaining current operations may include those necessary for ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting.
 - b. Identification of operating expenses invested in increased safety and security measures.
 - c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules.
4. Identification of benefits to transit dependent riders of activities funded by the request.

Operators request for funding must include elements of the above information to receive their allocation of funds.

FINAL REPORT

Upon project completion, the operator must submit a Final Report that describes the improvements funded with the ZETCP-Equivalent funds and an estimate of greenhouse gas emissions reduced as a result of the project. For capital projects, operator will provide digital photographs. For transit operations related expenses, operators will provide proof of overall service improvements implemented.

LAPSING REQUIREMENT

Operators have four years, that is the year of allocation plus three years, to spend the funds allocated through this ZETCP. Lapsed funds will revert to a joint municipal operator fund, which will be allocated proportionally to all other municipal operators.

Los Angeles County Regional Zero Emission Bus Procurement Policy

BACKGROUND

The United States transit bus manufacturing industry is in crisis. Severe cash flow pressures caused by quality issues related to unreliable components and immature technology; outdated payment practices and delays; capital and other commercial risks; cost increases due to supply chain disruptions in the wake of the COVID-19 pandemic; and additional burdens due to Buy America, Altoona testing, 12-year design life, and other factors have contributed to marketplace turmoil.

POLICY OBJECTIVE

The Federal Transit Administration (FTA) Dear Colleague Letter dated February 7, 2024 introduced several procurement recommendations to bolster interest and competition within the U.S. bus manufacturing industry. This includes supporting the standardization of vehicle specifications across multiple agencies, introducing progress payments to relieve original equipment manufacturer (OEM) cash flow pressures, as well as reducing supply chain constraints, lead times, and costs for both OEMs and agencies.

POLICY STATEMENT

Metro, through its collaboration with the Los Angeles County Municipal Operators Association (LACMOA), will leverage funds to regionally procure zero emission buses (ZEB) and related infrastructure, increasing competition and interest among U.S. bus manufacturers. This coordinated approach is essential to resolving the challenges facing U.S. bus manufacturing and ensuring that sufficient manufacturers remain in the market to support Metro and LACMOA's transition to zero emission fleets. Without such efforts, the pool of available bus manufacturers may shrink further, undermining the ability of agencies to meet their zero emission goals at a pivotal time.

As such, LA County transit agencies will participate in either a regional procurement or statewide procurement that meets the following criteria:

- **Reduces Customization.** By facilitating standardization of vehicle specifications across multiple agencies, a regional or statewide procurement process will alleviate pressures on OEMs and reduce supply chain constraints, lead times, and costs for both OEMs and transit agencies. The regional approach will reduce the need for extensive customization, streamlining production and enhancing market stability.
- **Includes Milestone Payments and Performance-Based Technical Specifications.** In alignment with the American Public Transportation

Association Bus Manufacturing Task Force recommendations, prioritizing milestone payments and performance-based technical specifications, including limiting brand preferences, helps ensure a fair and competitive bidding process. Additionally, milestone payments will be contingent upon more rigorous testing standards, enhancing quality assurance and reducing program risks for agencies transitioning to ZEB.

- **Includes Pricing Standards.** The regional approach also allows bus price escalation between Notice to Proceed and production, based on the Producer Price Index.

The regional procurement is an important step in strengthening U.S. bus manufacturing, and Metro will continue to collaborate with LACMOA on future procurements to support acceleration of our region's clean vehicle future as well as to ensure our region's communities receive reliable transit service.

RESOLUTION NO. 25-81

**RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA,
APPROVING THE AMENDMENT TO MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO
AND THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY (LACMTA) TO APPROVE REVISED
CAPITAL PROGRAM FUNDS**

RECITALS

WHEREAS, on June 26, 2025, the Board approved a reduction from \$49.84 million to \$18.5 million in ZETCP funding for the eligible transit operators; and

WHEREAS, the existing MOU is amended by deleting and replacing it with the attached revised ZETCP-Equivalent Fund Allocation; and

WHEREAS, MBL was allocated a revised amount of \$1,180,848 in FY 25; and

WHEREAS, MBL agrees that the advance allocation of funds allows for immediate use; and

WHEREAS, the MOU will be in effect from June 26, 2025, through June 30, 2028, unless terminated earlier; and

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

**APPROVES THE AUTHORIZATION OF THE CITY MANAGER TO EXECUTE ALL
REQUIRED DOCUMENTS TO OBTAIN FUNDS PROVIDED BY SB 125, AND**

SECTION 1: Approvals and Certifications.

1. Certifies that the City Manager and appointed Designees be authorized to execute all required documents of the MOU; and
2. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines for all ZETCP funded transit projects; and

SECTION 2: That the Senior Deputy City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

RESOLUTION NO. 25-81

Page 2 of 2

APPROVED AND ADOPTED THIS 10TH DAY OF SEPTEMBER 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Kimberly Guillen,
Senior Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Kimberly Guillen, Senior Deputy City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-81 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 10th day of September 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, Senior Deputy 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: _____

Kimberly Guillen, Senior Deputy 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: John Soria, Director

SUBJECT: **APPROVE AGREEMENT NO. 4381 WITH PARKING COMPANY OF AMERICA (PCAM), LLC FOR METROLINK RAIL FEEDER SHUTTLE SERVICE**

DATE: September 10, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4381 with Parking Company of America, LLC for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for a total not-to-exceed amount of \$1,703,179, for the Metrolink Rail Feeder Shuttle Service (Montebello LINK) Request for Proposals No. 25-11; and
2. Authorize the City Manager to execute and finalize Agreement No. 4381 with the Parking Company of America, LLC (PCAM) on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) of the total amount for each fiscal year; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On August 18, 2025, Parking Company of America, LLC (PCAM) submitted its best and final pricing of \$1,703,179 (Attachment A) for provision of Metrolink rail feeder shuttle service. The final cost was established following a Best and Final Offer (BAFO) meeting to discuss and review the terms and services outlined in the proposal. Following the meeting, PCAM voluntarily reduced the total cost of the original proposal. Table 1 shows the breakdown of cost for each fiscal year as follows:

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 10, 2025

Page 2 of 3

Table 1: Cost Allocation

Date	Cost
FY 2025-26	\$551,030
FY 2026-27	\$567,561
FY 2027-28	\$584,588
Optional 1-Year Terms	
FY 2028-29	\$602,125
FY 2029-30	\$620,189

The agreement will be funded through the City's Transportation Department's Fiscal Year 2025-26 adopted operating budget (Account No. 600-90-910-6040.10: Transit Fund, Transit Operations, Contract Services – Outside Contracts). Therefore, a budget amendment is not required. Staff will allocate additional funding within the operating budget for subsequent fiscal years.

BACKGROUND/DISCUSSION:

On June 12, 2025, the City published RFP No. 25-11 (Attachment B) seeking a vendor to provide Montebello LINK first mile/last mile shuttle services for the Montebello/Commerce Metrolink Station located at 2000 West Flotilla Street, Montebello, California. The scope of work included supplying five vehicles to transport Metrolink passengers during the morning and evening peak commute hours.

Proposals were due on Thursday, July 31, 2025, and two submissions were received from reputable vendors: PCAM and Parking Veterans Inc. On August 4, 2025, a three (3) member evaluation committee reviewed the proposals using criteria aligned with the project's scope of work. The evaluation process considered factors such as cost, technical approach, and overall feasibility, ensuring each proposal was thoroughly and objectively assessed. The results of this review informed the selection of the most qualified vendor for the project.

The evaluation committee produced scores based on the aforesaid criteria as follows:

Contractor	Panel Score
Parking Company of America, LLC	93.25%
Parking Veterans Inc.	70.92%

ENVIRONMENTAL:

N/A

ANALYSIS:

PCAM was selected based on a review of the qualitative attributes (Project Management Plan, Proposed Project Team, Experience and Qualifications, Technical Approach, and

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 10, 2025

Page 3 of 3

Cost Proposal) presented in their proposal (Attachment C). The Evaluation Committee indicated that PCAM submitted the most responsive and complete proposal. In addition, PCAM provided a comprehensive, quality proposal that demonstrated to the Evaluation Committee that they can meet the requirements outlined in RFP No. 25-11.

PCAM brings deep operational familiarity, trusted relationships, and a proven track record of meeting the City's expectations. PCAM has successfully operated the Montebello LINK shuttle program with a focus on reliability, customer satisfaction, and responsive service delivery since 1997. Established in 1964, PCAM is a 100% certified minority-owned and one-third woman-owned company with over 60 years of transportation and parking management experience providing a wide range of services to clients in both the public and private sectors, including, but not limited to, municipalities (including transportation and parking management/valet parking services for multiple municipalities in California), educational institutions, the healthcare industry, commercial real estate entities, hospitality industry, and the movie/entertainment industry. Other municipal contracts have included private individual pickups (including door-to-door and curb-to-curb service), charter operations, and general mass transit services.

PCAM's experience in transportation is supported by decades of working with institutions, shopping centers, municipalities, and private clients. PCAM's executive team has more than 200 combined years of industry management experience, helping distinguish them as an industry leader. Acknowledging these facts, staff recommend that the City Council award Agreement No. 4381 to PCAM for Montebello LINK first mile/last mile shuttle services, in response to RFP No. 25-11.

SUMMARY:

Staff recommend that the City Council award Agreement No. 4381, attached hereto in substantial form (Attachment D), to PCAM for the Metrolink Rail Feeder Shuttle Service, for a total not-to-exceed amount of \$1,703,179 for an initial three year term; authorize the City Manager to execute and finalize Agreement No. 4381 on the City's behalf; authorize the City Manager to approve change orders up to an additional ten percent (10%) of the total amount for each fiscal year; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - BAFO Price Sheet
2. Attachment B - RFP 25-11
3. Attachment C - Parking Company of America Proposal
4. Attachment D - Draft Agreement No. 4381

Best and Final Cost Proposal

This form identifies the key cost components for the operation of this service. This cost information will be used in the evaluation of proposals (Section 4.1C4).

The initial term of this agreement shall be for three (3) years with an option for two (2) annual renewals of one (1) year each; upon mutual consent of the parties (Ref Section 3.7). Cost evaluation will be based upon the first three (3) years.

5 Vehicles X 6 hours per day X 261 days per year = 7650 hours per year

	Year 1	Year 2	Year 3	Year 4	Year 5
1. Estimated Annual Hours	7650	7650	7650	7650	7650
2. Hourly Rate	<u>\$72.03</u>	<u>\$74.19</u>	<u>\$76.42</u>	<u>\$78.71</u>	<u>\$81.07</u>
TOTAL Annual Cost (1X2)	<u>\$551,029.50</u>	<u>\$567,560.39</u>	<u>\$584,587.20</u>	<u>\$602,124.81</u>	<u>\$620,188.56</u>

OPTIONAL – ADDITIONAL HOURS

	Year 1	Year 2	Year 3	Year 4	Year 5
Regular Hourly					
Rate	<u>\$72.03</u>	<u>\$74.19</u>	<u>\$76.42</u>	<u>\$78.71</u>	<u>\$81.07</u>
Overtime Hourly					
Rate	<u>\$72.03</u>	<u>\$74.19</u>	<u>\$76.42</u>	<u>\$78.71</u>	<u>\$81.07</u>

Name Joseph "Pep" Valdes of Parking Company of America (PCAM, LLC) Company:

Address: 3165 Garfield Ave. Commerce

CA City: Commerce State:
562 862-2118 Zip Code: 90040 Phone:
 Email: pvaldes@parkpca.com

Submitted By: Parking Company of America (PCAM, LLC)

Printed Name: Joseph "Pep" Valdes

Title: Executive Vice President

Signature: 

Date: 8/18/25

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 25-11



METROLINK RAIL FEEDER SHUTTLE SERVICE

June 12, 2025

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

TABLE OF CONTENT

Section	Page(s)
INTRODUCTION	3
COVER LETTER	4-6
TIMETABLE & SCHEDULE OF EVENTS	7
PROPOSAL SUBMISSION CHECKLIST	7
SECTION 1 - INSTRUCTIONS TO PROPOSERS	8-9
Proposal Format and Submittal	
Examination of Proposal Documents	
SECTION 2 - GENERAL TERMS AND CONDITIONS	9-16
Addenda	
Clarifications	
Discrepancies and Misunderstandings	
Withdrawals of Proposal	
References	
Proposal Signatures	
Pre-Contractual Expenses	
City of Montebello Rights	
State Credentials and Taxes	
Responsibility for Compliance with Legal Requirements	
Confidentiality and Public Record	
Joint Offers	
Company Personnel	
Single Proposal Response	
Protest Procedures	
Incorporation of Proposal into Agreement	
Time of Completion	
Payment	
Contract Documents	
Scope of Contract	
Performance of Work	
Award of Contract	
Point of Contact	
Evaluation of Proposals	
Proposal Evaluation Criteria	
SECTION 3 - OTHER REQUIREMENTS	17-18
Licensing and Permit Requirement	
Liquidation Damages	
Bond Requirements	
SECTION 4 - SCOPE OF WORK	19-27
SECTION 5 - QUALIFICATIONS	27-28
SECTION 6 - FORM OF CONTRACT (DRAFT)	28-38
Montebello Bus Lines	

SECTION 7 - FORMS AND CERTIFICATIONS
41

39-

Letter of Transmittal

EXHIBITS

42-56

Exhibit A - Indemnification and Hold Harmless Agreement and
 Waiver of Subrogation and Contribution

Exhibit B – References

Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

Exhibit F – Bidder’s List of Subvendor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
 Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter of Credit Certificate

Exhibit K – Bank Draft

Appendices

58

Appendix A: Cost Proposal

59-60

Appendix B: Metrolink Train Service Schedule

61-62

Appendix C: Annual Service Miles and Passenger Count

INTRODUCTION

The City of Montebello, Department of Transportation, commonly known as Montebello Bus Lines (MBL), is seeking a qualified vendor to provide its Montebello Metrolink Rail Feeder Shuttle Services (Montebello Link) to and from the Montebello/Commerce Metrolink Station located at 2000 West Flotilla Street in the City of Montebello. The scope of work is to utilize five vehicles to transport Metrolink passengers during the morning and evening peak commute hours.

The city operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 1.8 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: June 12, 2025

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 25-11

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

METROLINK RAIL FEEDER SHUTTLE SERVICE

The City of Montebello(City), Department of Transportation, commonly known as Montebello Bus Lines (MBL), is seeking a qualified vendor to provide its Montebello Metrolink Rail Feeder Shuttle Services (Montebello Link) to and from the Montebello/Commerce Metrolink Station located at 2000 West Flotilla Street in the City of Montebello. The scope of work is to utilize five vehicles to transport Metrolink passengers during the morning and evening peak commute hours.

The selected vendor will also be responsible for providing Montebello Link shuttle services to bridge the commute gap from the Montebello/Commerce Metrolink station to local areas of employment. The vendor shall coordinate, manage, and control all necessary program activities that shall include providing vehicle operations, vehicle maintenance and operating personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency. The vendor shall not enter into an agreement with any other party for use of equipment or personnel dedicated to this service without the written approval of the City.

All service vehicles must carry valid licenses and/or permits that allow them to operate in Los Angeles County. The City will contract for operational services with payment made at a fixed rate per scheduled vehicle service hour, less any missed service. The Vendor shall provide a high quality, customer service-oriented shuttle operation. The city will monitor the service closely to ensure that all contractual responsibilities are met. Additionally, the selected vendor shall abide by and obey all applicable Federal, State, and City laws, and must also fully comply with all provisions of the Federal Americans with Disabilities Act requirements.

The term of the proposed agreement shall be a **three-year (3-year) term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful Vendor.

A Pre-Proposal Meeting will be held on Tuesday **June 26, 2025**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Administration Building located at 400 South Taylor Avenue, Montebello, CA.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be

only with the following person [or his designated representative if applicable] (hereinafter, the “City’s Point of Contact”).

Name: Yessica Carrasco-Garcia
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1345
E-mail: ycarrasco@montebellocity.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City’s website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City’s Point of Contact set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, July 17, 2025**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL’s Civil Rights Program, and the procedures to file a complaint, contact:

Name: John Soria
Title: Director of Transportation
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625, ext. 1315
Fax Number: (323) 887-4643
E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS (30-90 Days)

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	June 12, 2025
Pre-Proposal Meeting	Thursday	June 26, 2025 at 3:00 PM PST
Deadline to Submit Questions	Thursday	July 3, 2025, at 3:00 PM PST
Responses to Questions Provided	Thursday	July 10, 2025
Deadline to Submit Proposals	Thursday	July 17, 2025, at 3:00 PM PST
Presentations & Intent to Award	August/September	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subvendor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>) up to the hour of **3:00 p.m. on Thursday, July 17, 2025.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and proposers' references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations because of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the City's right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the proposers' own risk. A proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Thursday, July 3, 2025**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No proposing company shall at

any time, after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members may travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal, it shall be signed, and the full name and address of the proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing the proposal in response to this request.
- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:

- a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs; and/or
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do so by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub vendor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful proposer's personnel shall always conduct themselves in a professional manner to all City employees. Rude or discourteous behavior by the successful proposer will not be tolerated and the offense can be justification for termination of contract. All sub-vendors of successful proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date. Protests related to matters other than the content of the RFP shall be received no later than five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful vendor (the "Vendor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Vendor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: City of Montebello, Attn: Accounts Payable, 1600

West Beverly Boulevard, Montebello, CA 90640. Payment will be made within thirty (30) days after acceptance and approval of invoice.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Vendor five (5) days' written notice thereof. Upon termination, MBL shall pay the Vendor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Vendor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Vendor breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The vendor shall be liable for all costs incurred by MBL because of such default.

SCOPE OF CONTRACT

The Vendor shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP (or the "Agreement") will be awarded to the responsive and responsible proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or

(f) Issue subsequent RFPs.

An Evaluation Committee comprised of MBL staff, in accordance with the proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

POINT OF CONTACT

This RFP is issued by the City, and the Management Analyst will be the sole point of contact (“Point of Contact”) during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Yessica Carrasco-Garcia
Management Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 1345
Email: ycarrasco@montebellocity.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the proposer is operating under a fictitious name or trade name, provide evidence that the proposer has filed for and/or registered the fictitious name with the county where the proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion, may contact any or all the proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u>	10 points

	Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of shuttle services.	
3	<u>Qualifications and Experience</u> Demonstrate experience with shuttle services of the same or similar magnitude. Presentation of a catalog of shuttle services experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The proposer's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	25 points

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, MBL and PROPOSER/LESSOR agree that in case the item or equipment embraced in this Proposal shall not have been completed due to the failure of the PROPOSER/LESSOR, MBL should recover said sum or sums of money, equal to the cost of engineering, inspection of work, and any additional and other expenses incurred from the PROPOSER/LESSOR, from the surety or from both. The amount of these deductions shall be assessed as liquidated damages, and are not to be considered penalties. For administrative purposes, \$100 per-hour "not to exceed \$1,200 per-day," for every day beyond the specified date, as extended, shall be withheld as a special reserve to be applied as liquidated damages, if any, the amount of said damages to be determined as per the above mentioned method.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 10% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 40% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

The successful Vendor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Vendor to increase the amount of the existing bond or to obtain an additional bond.

If the Vendor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Vendor. The Vendor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Vendor to perform under the Contract. It must specifically reference the Contract between the City and the Vendor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Vendor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

BACKGROUND

The City of Montebello, Department of Transportation, commonly known as Montebello Bus Lines (MBL), is seeking a qualified vendor to provide its Montebello Metrolink Rail Feeder Shuttle Services (Montebello Link) to and from the Montebello/Commerce Metrolink Station located at 2000 West Flotilla Street in the City of Montebello.

The selected vendor will supply five vehicles to transport Metrolink passengers during the morning and evening peak commute hours. Please see **Appendix B** for Metrolink arrival and departure times.

PROJECT OVERVIEW

The goal of the Montebello Link shuttle service is to bridge the commute gap from the Montebello/Commerce Metrolink station to local areas of employment. The Montebello Link will:

- A.** Provide convenient semi-fixed rail feeder service for the designated trains as identified in **Appendix B**;
- B.** Include dedicated rail feeder service which will wait for the trains;
- C.** Provide a Guaranteed Ride Service back to passengers' original Metrolink departure station should the shuttle miss the last train of the evening; and
- D.** Provide Customer Relations services to include: reservation taking, customer comment processing, real-time assistance for changing reservations, etc.

Proposals which demonstrate the commitment to operating a high quality, cost-effective and customer-oriented service will be evaluated most favorably by the City. The City will closely monitor the operation of the shuttle service and will work closely with the selected Proposer to ensure that a high quality product will be delivered.

PROJECT DESCRIPTION

Service schedules are provided in **Appendix B**. Annual service miles, hours, and passenger counts are provided in **Appendix C**.

A. Service Area Characteristics and Route Description

The Montebello Link will provide five semi-fixed routes with five in-service vehicles for each designated train. The morning shuttles will take passengers from the Metrolink station along the semi-fixed route close to their employment sites. The evening shuttles will return passengers from the same semi-fixed routes to the Metrolink station.

B. Span of Service/Frequency/Vehicle requirement

The Montebello Link operates Monday through Friday approximately from 3:54am to 7:00am and 4:30pm to 8:00pm; the route will operate with five in-service vehicles and one spare vehicle.

C. Holidays

The Montebello Link will not operate on the Holidays designated by Metrolink. It is the Proposer's responsibility to notify passengers at least one (1) week in advance of changes in service.

VENDOR'S RESPONSIBILITIES

The City of Montebello, Department of Transportation ("City") will contract with the successful bidder ("Vendor"). The Proposer shall coordinate, manage, and control all necessary program activities that shall include: providing vehicle operations, vehicle maintenance and operating personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency.

The Proposer shall not enter into an agreement with any other party for use of equipment or personnel dedicated to this service without the written approval of the City. All service vehicles must carry valid licenses and/or permits that allow them to operate in Los Angeles County. The City will contract for operational services with payment made at a fixed rate per scheduled vehicle service hour, less any missed service.

The Proposer shall provide a high quality; customer service oriented shuttle operation. The City will monitor the service closely to ensure that all contractual responsibilities are met.

The selected Proposer shall abide by and obey all applicable Federal, State, and City laws. The selected Proposer must also fully comply with all provisions of the Federal Americans with Disabilities Act requirements.

PROJECT PLAN AND STAFFING PLAN

Proposer shall provide a plan in the proposal that describes in detail the performance and function of all key personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service, including project manager, front line supervision, dispatchers, operations manager, drivers, pertinent maintenance management, and any other key personnel.

Proposer shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including road supervision, dispatching, schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements and the percentage of time each position will be devoted to each task. If personnel are shared between various City and non-City projects, this plan shall include a list of all positions for each project, the percentage of time each person is assigned to each project, and the shuttle service hours of each project.

Since field supervision is so critical to the overall efficiency of the Montebello Link service, Proposers must include in their proposals a minimum of one (1) field supervisor. Field supervisors must be dedicated to this service and must be available for the entire span of service. Proposers must submit a detailed plan regarding the duties and responsibilities of the field supervisors. This should not reduce the number of other necessary supervisory staff and functions, i.e., dispatching. The information provided will be used to compare proposals in terms of resources dedicated in the technical approach/work plan.

Upon awarding the contract and during the term of the contract, the Proposer shall be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the original proposal. The City reserves the right to approve any changes in the proposed personnel duties or hours per this project.

PERSONNEL

The Proposer shall be solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the City.

The Proposer shall be solely responsible for payment of all employees' wages and benefits and sub-Proposers' cost. Without any additional expense to the City, the Proposer shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Proposer shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Proposer. The City must be notified in writing of new hires or reassignments of project personnel. The City reserves the right to approve any changes in the Proposer's proposed key project staff.

PROJECT MANAGER

The Proposer shall designate a Project Manager, who will oversee the proper operation of the service. It is required that this person be identified and his/her resume included in the Proposer's proposal. The City reserves the right to approve any change of the Project Manager for this service. The Project Manager will provide both front line supervision and management of the project's accounts and operating records.

- A.** Project Management shall include but is not limited to the following:
 - 1. Proposer shall be responsible for collection of acceptable National Transit Database (NTD) data and other pertinent ridership information. The Proposer shall submit monthly and annual NTD based reports to the City.
 - 2. Maintenance of projects accounts.
 - 3. Preparation of a monthly invoice that will document all charges minus any possible penalties, missed or incomplete service.
 - 4. Responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the City within three (3) business days or sooner, if required.
- B.** Front line supervision shall include but is not limited to the following duties:
 - 1. Training and scheduling of all regularly assigned project personnel;
 - 2. Arranging the assignment of quality back-up personnel whenever necessary;
 - 3. Distribution and collection of operating reports.
 - 4. Daily monitoring of ridership.
 - 5. Supervision of all project staff to ensure that the quality of the services meets or exceeds the requirements of this RFP and the proposal.

VEHICLE DRIVERS

Vehicle drivers will work on a schedule that ensures a consistent and overall high quality of service. Vehicle drivers must have a valid California driver's license and endorsements of the appropriate class and Medical Examination Certificate, if required, as well as any other certificates required by applicable federal, state and local regulations.

The Proposer shall conduct pre-employment DMV checks of all personnel including independent or sub-contracted employees hired for service, and shall check DMV records at least every twelve (12) months for accidents, vehicle code violations, and valid driver's licenses of its employees whose job requires them to operate vehicles for this project. This information shall be made available for the review by the City upon request. It is the responsibility of the Proposer that driver's licenses and appropriate certificates are always current.

While performing their duties on the route, vehicle drivers must maintain a clean and neat appearance and must be in a uniform that displays the driver's name or identification number. The City has the right to approve or reject of the drivers' uniform to be used for this RFP. Maintenance and replacement of uniforms remains the Proposer's responsibility.

TRAINING

The Proposer shall provide a program of driver training in vehicle operation, safety, passenger relations, ADA requirements, route and schedule orientation, and on-time performance prior to permitting any driver to operate any vehicle in service. The Proposer shall also provide an on-going safety program to ensure a safe operating environment. Vehicle drivers must be trained in all operational procedures relating to the system.

Training must place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer service. Due to the importance of customer relations training for drivers, Proposers must provide a detailed description of their driver training program, including customer service training. The Proposer shall describe how it will maintain a driver sensitivity and empathy-training program directed towards the needs of disabled passengers in compliance with the Americans with Disabilities Act (ADA). The Proposer shall also describe its training and communication program for dealing with passenger disturbances. The amount of time dedicated to each aspect of the Proposer's drivers training program should also be discussed.

The Proposer shall be required to have an on-going driver training program. The training will include various topics including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics. The Proposer shall be required to pre-plan a training schedule on an annual basis. A written training schedule with specific topics and objectives will be submitted to the City upon request. The Proposers may also be required to hold training that may be pertinent to the issue at the time.

SERVICE VEHICLES

Service vehicles should be 21 passenger vans or equivalent and ADA compliant with wheelchair accessibility. Alternative fuel vehicles are preferred but not required. Vehicles used for this service must meet all air quality regulatory requirements set by the California Air Resource Board and the South Coast Air Quality Management District (SCAQMD) for current standards. Vehicles that require the use of diesel fuel will not be considered.

Service vehicles must be of a solid white exterior color, display the Montebello Link design and the Proposer's name as approved by the City prior to beginning service operation. Any changes or modifications to the exterior design must be approved by the City in advance.

The Proposer will be responsible to ensure that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable. When not in service, all vehicles will be stored in a secure area. The number of vehicles to be provided in this project is five (5) plus one (1) spare.

The Proposer shall maintain all in-service and spare vehicles provided as part of this project.

COMMUNICATION SYSTEM

The Proposer shall provide a radio communication system in each service vehicle that will allow for the timely and efficient dispatching, coordination, and responding to necessary service calls. The system may be of the Proposer's choice, but must include the necessary performance elements of the system.

VEHICLE CONDITION

The Proposer shall maintain all vehicles and vehicle equipment in excellent working condition both operationally and in appearance.

APPLICABLE CODES AND REGULATIONS

All vehicles required to be utilized for this proposal shall be safe for operation on public streets over the term of the project, and meet all requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety standards. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by the California Highway Patrol as it pertains to the California Code of Regulations Title 13. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City immediately, and any applicable signed certification shall be displayed or carried on the vehicles.

The Proposer shall maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. If the Proposer receives an unsatisfactory rating from the CHP, the Proposer shall notify the City immediately and state what is being done to correct the deficiency. The City reserves the right at its sole discretion to inspect and reject temporarily or permanently, by notice to the Proposer, any vehicle the Proposer proposes to use or subsequently utilizes which the City deems unacceptable.

OPERATING PERFORMANCE STANDARDS

The Proposer will be held responsible for project management according to specified operating procedures. The City may establish additional rules that are reasonable for operation of this service after consultation with the Proposer. Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

Service shall be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of a declared emergency. The Proposer shall strive to maintain on-time performance; however, the Proposer shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to the City. Proposers shall discuss in the proposal their proposed operational plan for maintaining on-time performance. Proposer shall also

discuss in their proposal their proposed operational plan for expeditiously resuming service in the event of a road call or other interruption in service. Operational difficulties that result in missed trips or vehicles not operating as required by this RFP must be reported immediately to the City.

Procedures shall be established in order to ensure that project management staff is aware of passenger complaints and operational problems. Drivers must report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that appropriate measures are taken by supervisory or maintenance staff to correct the problem and that all complaints are reported to the City.

Procedures shall be establish instructing drivers, supervisors, management or other staff members on the proper method for directing passengers to report customer comments to the City. Proposer shall discuss their plan for monitoring of service quality, including on-time performance, missed trips, preventive maintenance of vehicles, vehicle cleaning, driver courtesy, etc. Proposers shall discuss any plans to subcontract with an independent firm to assist in project monitoring.

PERSONNEL PERFORMANCE STANDARDS

The proposal shall describe how the performance of the drivers and supervisory personnel will be monitored and evaluated. If the project manager is responsible for managing these activities, his or her time allocation should be reflected accordingly.

Regularly assigned drivers or a fully trained back up must be available and on time, at all times, to ensure consistent and reliable service. All personnel are responsible for knowledge of the service system design, including the routing and stops, schedules, and ADA requirements. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

PROPOSER REPORTS

The City is requiring that the Proposer provide an extensive amount of data reporting which will serve as a database to monitor and evaluate productivity of the service and the performance of the Proposer. The success of the City's Proposer performance evaluation program is dependent upon the timely and accurate reporting of essential operating and maintenance information by the Proposer. The Proposer, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to the City.

A. Ridership Report

A monthly trip report shall be prepared by the Proposer and submitted to the City within ten (10) working days after the end of the month, which contains daily ridership, service hours, and other desired operation information, by route. A service map should be included as reference.

B. Road Call/Missed Trip/Incidents Report

A Monthly Summary of Road Calls/Missed Trips/Incidents Report shall also be submitted to the City within ten (10) working days after the end of each month, which summarizes the information on the daily reports during each month.

C. Preventive Maintenance Report

A Monthly Preventive Maintenance (PM) Report shall be submitted to the City within ten (10) working days after the end of each month indicating the date and mileage when the last PM was performed for each vehicle. This report shall match the Proposer's maintenance records, and will be audited by the City.

D. Accident Report

An accident report shall be delivered to the City within 24 hours of each accident. Any major accident involving injuries or significant damage to servicing vehicles shall be immediately reported to the City. If any service is missed as a result of an accident, a Road Calls/Missed Trips/Incidents Report must also be completed.

E. Passenger Comment Report

Service vehicles shall clearly display information directing passengers who wish to place a customer comment to the City's designated phone line or email address. Information shall be installed at a place approved by the City.

In addition, any customer comments received by the Proposer shall be submitted on a Passenger Comment Report including all corrective action taken to address the matter. This report shall be completed by the Proposer regardless of whether the comment (verbal or written) was received directly by the Proposer, or was forwarded to the Proposer via the City. The Proposer is required to respond to the comment within three (3) business days after receipt of the comment. A monthly summary report shall be completed by the Proposer and submitted to the City within ten (10) working days after the end of each month.

F. On-Time Performance Report

The Proposer is required to monitor and document the on-time performance of each service vehicle. A monthly On-Time Performance Report shall be completed by the Proposer and submitted to the City within ten (10) working days after the end of each month.

G. Operating Performance Penalties

The City shall monitor the project shuttle service in order to assess the performance of the Proposer in delivering the service. The monitoring activities shall include, but not be limited to, vehicle cleanliness, completed vehicle trips, on-time submission of reports, heating and air conditioning system performance, and unsafe operations of the vehicle. The City shall maintain the right to assess performance penalties against the Proposer, as set forth herein, based on the Proposer's failure to meet the established standards. Performance Penalties applicable thereto, shall include the following performance criteria and be charged based upon non-compliance with the standards reported by: 1) the Proposer; 2) at least three passengers; or 3) City staff. The City reserves the right to modify these performance criteria, as necessary.

1. Late Trips

If a shuttle arrives after the PM departure of designated train or arrives five (5) minutes late after the AM arrival of designated train at the Metrolink Station, performance penalties of \$50 per vehicle incident will be assessed.

2. Missed Trips

If a shuttle is not able to complete its trip for a non-emergency reason, performance penalties of \$100 per missed trip will be assessed.

3. Submission of Reports

The Proposer shall submit timely, accurate and completed reports as specified by the City. Failure to do so shall result in performance penalties of \$25 per day for each day a report is due. Failure to submit annual performance reports for regulatory compliance may be cause for contract termination.

4. Falsify or Non-Submittal of Reports

If the City determines that a Proposer has intentionally not submitted a required report to the City on schedule, or has submitted inaccurate information to the City in order to avoid performance penalties, performance penalties of \$500 will be assessed and the contract may be cause for contract termination.

5. Heating and Air Conditioning Performance

The Proposer shall ensure all vehicles have operating heating and air conditioning units prior to start of shuttle service each day. Failure to have a functioning air and heating unit during service will result in performance penalties of \$50 per incident.

6. Driver Courtesy

If driver is reported for verified discourteous or rude behavior or refusing to operate a functioning wheelchair lift, performance penalties of \$100 per incident will be imposed on the Proposer.

7. Passenger Comment Cards

The Proposer shall ensure that at least five (5) passenger comment cards are available on each vehicle during daily shuttle service. Failure to do so shall result in performance penalties of \$25 per shuttle per day.

8. Other Requirements

The Proposer shall be responsible for all other functions, and their cost, not specifically discussed herein but required to provide safe, reliable, legal and efficient operation of the Services.

SECURITY

The primary law enforcement agencies for security and transit-related crimes on contracted service areas are the Montebello Police Department and Los Angeles County Sheriff Department. Local municipal law enforcement agencies will provide police service as necessary and appropriate. The Proposer is responsible for timely and efficient communication with law enforcement agencies, as well as the City.

Security expenses of any type incurred by the Proposer are considered as a cost of doing business and shall not be eligible for reimbursement under the contract.

CITY'S PROJECT MANAGER RESPONSIBILITIES

The City's Project Manager or designee will monitor the Proposer's day-to-day operation to ensure compliance with Scope

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Vendor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Vendor will state and identify its involvement with other clients for both past and present projects. The Vendor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Vendor's involvement and responsibility should be defined for each project.
- Identify any subProposers by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subProposers proposed.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.

- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (DRAFT)

PROFESSIONAL SERVICES AGREEMENT FOR

METROLINK RAIL FEEDER SHUTTLE SERVICE

THIS AGREEMENT (“Agreement”) is made and entered into on, 2025, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “VENDOR”). CITY and VENDOR are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional VENDOR to

WHEREAS, VENDOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, VENDOR responded to CITY’s Request for Proposals dated as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Vendor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 25-12, attached hereto as **Exhibit “A.”**
- c. VENDOR’S Proposal to RFP No. 25-11 dated, 2025, attached hereto as **Exhibit “B”**.
- d. VENDOR’S “Best and Final Offer” to RFP No. 25-11 dated, 2025, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. VENDOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. VENDOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by VENDOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at VENDOR's discretion.

SECTION 3. TERM.

This Agreement shall commence on, 2025 and shall be valid for an initial term of one year with the option to extend for an additional XXXXX.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 4. PERFORMANCE.

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

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

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

D. VENDOR shall have the right to retain, subject to CITY's written approval, additional individuals, Vendors, or sub-Proposers to assist in the completion of services as herein defined. Compensation for additional individuals, Vendors, or sub-Proposers shall be the sole and exclusive responsibility of the VENDOR.

E. VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, VENDOR shall make all records, invoices, timecards, cost control sheets and other records maintained by VENDOR in connection with this Agreement available during VENDOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by VENDOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by VENDOR. Any alteration or reuse by the CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates VENDOR for such reuse.

SECTION 5. WORK PRODUCT.

A. VENDOR hereby agrees that all work produced pursuant to this Agreement and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. VENDOR may take and retain copies of such written products as desired.

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

C. Documents are provided in VENDOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold VENDOR, its sub-Proposers, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall the VENDOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to VENDOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by VENDOR prior to the date of termination; (2) that VENDOR provides CITY with adequate proof that VENDOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Agreement. VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by VENDOR during the Term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that VENDOR or any employee, agent, or sub-vendor of VENDOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, VENDOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of VENDOR or its employees, agents, or sub-vendors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

VENDOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello

Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent vendors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. VENDOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by VENDOR for CITY and to require each of its sub-vendors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, VENDOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the VENDOR's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, VENDOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, VENDOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

VENDOR shall require each of its sub-vendors, if any, to maintain insurance coverage that meets all requirements of this Agreement.

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

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

At all times during the Term of this Agreement, VENDOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. VENDOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. VENDOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of VENDOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR and VENDOR's employees, agents or sub-vendors, from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Procurement of insurance by VENDOR shall not be construed as a limitation of VENDOR's liability or as fall performance of VENDOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by the failure of VENDOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in

such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in

the same manner as though an originally signed copy had been delivered.

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

VENDOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, VENDOR shall not discriminate against any employee, sub-vendor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. VENDOR will take affirmative action to ensure that sub-vendor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

VENDOR and its officers, employees, associates and sub-vendors, if any, shall comply with all California conflict of interest statutes applicable to Vendor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. VENDOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, VENDOR shall avoid the appearance of having any interest that would conflict in any

manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

VENDOR

Raul Alvarez
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 25-11

METROLINK RAIL FEEDER SHUTTLE SERVICE

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to proposers, the proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Vendor shall only proceed with the work upon receipt of a Notice to Proceed.

The proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.25-11, METROLINK RAIL FEEDER SHUTTLE SERVICE

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subvendors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 25-11 **METROLINK RAIL FEEDER SHUTTLE SERVICE** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

By: _____ By: _____
(Signature) (Signature)

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C**INSURANCE**

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail,

return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Vendor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D
RFP No. 25-11
METROLINK RAIL FEEDER SHUTTLE SERVICE
COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as “Vendor/Proposer”), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Quantity	Description of Work	Cost of Needs
Lump sum	METROLINK RAIL FEEDER SHUTTLE SERVICE	\$
		\$
		\$
		\$
		\$
		\$
		\$
	<i>TOTAL</i>	\$

List other costs/fees:

<u>Description</u>	<u>Cost/Fees</u>

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E

STATEMENT OF

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F
Bidder's List of Subvendors (DBE and Non-DBE)
Part I

The bidder shall list all subvendors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subvendors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subvendors who provided a quote or bid but were not selected to participate as a subvendor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address		Fax	☐ < \$10 million	
	☐ < \$15 million			
City State ZIP			☐ > \$15 million	
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address		Fax	☐ < \$10 million	
	☐ < \$15 million			
City State ZIP			☐ > \$15 million	

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)

(TITLE)

WITNESS

SURETY

(SEAL)

(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J
IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
 _____ (Title)

_____ (The "Beneficiary") and hereby
 _____ (Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
 _____ (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

[THIS PAGE WAS INTENTIONALLY LEFT BLANK]

APPENDICES

Appendix A: Cost Proposal

Appendix B: Metrolink Train Service Schedule

Appendix C: Annual Service Miles and Passenger Count

Cost Proposal

This form identifies the key cost components for the operation of this service. This cost information will be used in the evaluation of proposals (Section 4.1C4).

The initial term of this agreement shall be for three (3) years with an option for two (2) annual renewals of one (1) year each; upon mutual consent of the parties (Ref Section 3.7). Cost evaluation will be based upon the first three (3) years.

5 Vehicles X 6 hours per day X 261 days per year = 7650 hours per year

	Year 1	Year 2	Year 3	Year 4	Year 5
1. Estimated Annual Hours	7650	7650	7650	7650	7650
2. Hourly Rate	_____	_____	_____	_____	_____
TOTAL Annual Cost (1X2)	_____	_____	_____	_____	_____

OPTIONAL – ADDITIONAL HOURS

	Year 1	Year 2	Year 3	Year 4	Year 5
Regular Hourly Rate	_____	_____	_____	_____	_____
Overtime Hourly Rate	_____	_____	_____	_____	_____

Name _____ of _____ Company: _____

Address: _____

_____ City: _____ State: _____

_____ Zip Code: _____ Phone: _____

_____ Email: _____

Submitted By:

Printed Name:

Title:

Signature:

Date:

Metrolink Train Service Schedule 2024

Riverside to Los Angeles – Monday through Friday

Train	#1	#2	#3	#4
	401	403	405	407
Arrival Times	am	am	am	am
Montebello/Commerce	3:54	4:54	5:54	6:54

Los Angeles to Riverside – Monday through Friday

Train	#1	#2	#3	#4
	410	412	414	416
Departure Times	pm	pm	pm	pm
Montebello/Commerce	5:06	6:06	7:06	8:06

Annual Service Miles and Passenger Count

	FY 24/25											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Total Passengers	1,433	1,622	1,488	1,677	1,465	1,173	1,537	1,535	1,584	1,712	1,732	1,553
Vehicle Service Miles	2,711	2,718	2,445	2,381	2,403	1,853	2,551	2,502	2,584	2,619	2,831	2,420
Vehicle Service Hours	354	404	349	405	361	264	368	343	345	303	387	352
	FY 23/24											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Total Passengers	1,227	1,872	1,717	1,646	1,776	1,553	1,533	1,595	1,642	1,576	1,604	1,554
Vehicle Service Miles	1,268	2,858	2,683	2,618	2,812	2,343	2,710	2,534	2,904	2,570	2,757	2,744
Vehicle Service Hours	143	348	387	317	353	300	322	329	412	345	369	397



Parking Company of America

Response to the
City of Montebello

Metrolink Rail Feeder Shuttle Service RFP #25-11

July 31, 2025

Table of Contents

- Proposal Checklist 3
- Letter of Transmittal 4
- Cover Letter 7
- Project Management Plan 8
 - Operator and Support Personnel Training 8
 - Customer Service Training 13
 - Ongoing Safety Program And Training 15
- Proposed Project Team 19
- Qualifications and Experience 22
- Technical Approach 25
 - Work Plan 25
 - Staffing Plan 29
 - Reporting and Data Collection 29
 - Accounting Procedure 31
- Appendix 32
 - Resumes 33

PROPOSAL CHECKLIST

RFP No. 25-11

TIMETABLE & SCHEDULE OF EVENTS (30-90 Days)

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	June 12, 2025
Pre-Proposal Meeting	Thursday	June 26, 2025 at 3:00 PM PST
Deadline to Submit Questions	Thursday	July 3, 2025, at 3:00 PM PST
Responses to Questions Provided	Thursday	July 10, 2025
Deadline to Submit Proposals	Thursday	July 17, 2025, at 3:00 PM PST
Presentations & Intent to Award	August/September	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	<i>JV</i>
2	Letter of Transmittal	Page # 36	<i>JV</i>
3	Licensing, Permits, and Certificates	Page # 17	<i>JV</i>
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	<i>JV</i>
5	References	Exhibit B	<i>JV</i>
6	Insurance	Exhibit C	<i>JV</i>
7	Cost Proposal Sheet	Exhibit D	<i>JV</i>
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	<i>JV</i>
9	Bidder's List of Subvendor(s) (DBE and Non-DBE)	Exhibit F	<i>JV</i>
10	Certification Regarding Debarment, Suspension....	Exhibit G	<i>JV</i>
11	Performance Guarantee Certification	Exhibit H	<i>JV</i>
12	Performance Bond	Exhibit I	<i>JV</i>
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	<i>JV</i>
14	Bank Draft	Exhibit K	<i>JV</i>
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	Parking Company of America (PCAM, LLC)
Name of Proposer initialing document (print):	Joseph "Pep" Valdes
Email address of Company Contact:	pvaldes@parkpca.com
Signature:	<i>[Signature]</i>
Title:	Executive Vice President
Date:	7/31/25

LETTER OF TRANSMITTAL

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 25-11

METROLINK RAIL FEEDER SHUTTLE SERVICE

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to proposers, the proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Vendor shall only proceed with the work upon receipt of a Notice to Proceed.

The proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated 1

Dated 7/16/25

Dated 2

Dated 7/24/25

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name **Parking Company of America (PCAM, LLC)**

Business Address **3165 Garfield Ave. Los Angeles, CA 90040**

Contact Person **Joseph "Pep" Valdes**

Email Address **pvaldes@parkpca.com**

Phone 562 862-2118

Fax 213 622-9007

Signature of Authorized Official

Signature of Authorized Official



Typed or Printed Name

Joseph "Pep" Valdes

Typed or Printed Name

Title **Executive Vice President**

Title

7/31/25 _____

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

City of Montebello
Yessica Carrasco-Garcia, Management Analyst
400 S. Taylor Ave.
Montebello, CA 90640



July 31, 2025

To Ms. Carrasco-Garcia,

Parking Company of America (PCA) is thrilled to present a proposal to continue to manage the Metrolink Rail Feeder Shuttle Service for the City of Montebello (the City). As the incumbent provider of this service, PCA brings deep operational familiarity, trusted relationships, and a proven track record of meeting the City's expectations. We have successfully operated the Montebello Link shuttle program with a focus on reliability, customer satisfaction, and responsive service delivery since 1997.

Established in 1964, PCA is a **100% certified minority-owned and one-third woman owned company with over 60 years of transportation and parking management experience** providing a wide range of services to clients in both the public and private sectors, including but not limited to municipalities **(including transportation and parking management/valet parking services for multiple municipalities in California)**, educational institutions, the healthcare industry, commercial real estate entities, hospitality industry, and movie/ entertainment industry.

As you will see described in this proposal, PCA has a history of successfully operating transportation contracts with public agencies, including **Fixed Route, Dial-A-Ride, Non-Emergency Medical Transportation and reservation driven systems**. Other municipal contracts have included private individual pickups (including door-to-door and curb-to-curb service), charter operations, and general mass transit services. The vehicles have ranged from full-sized, 56-seat buses to small minivans with wheelchair ramps, using both PCA-owned vehicles as well as customer-owned vehicles. PCA's experience in transportation is also well supported by decades of working with institutions, shopping centers, municipalities and private clients.

Our esteemed executive team, **with more than 200 combined years of industry management experience**, together with our premier personnel training model, distinguishes us as an industry leader. PCA prides itself on our unparalleled customer service levels, which is evidenced by our extensive list of long-term clients and frequent positive customer feedback. PCA's services continue to reflect our vision to become an extension of our clients' vision and mission, along with incorporating our expertise, creating the ultimate transportation experience.

Enclosed within this proposal, you will find:

- **Information about our authorized representatives**
- **A detailed summary of our qualifications**
- **Our understanding of the responsibilities outlined in the RFP**
- **Our proposed cost structure.**

We appreciate the opportunity to submit this proposal and look forward to continuing to work with the City of Montebello.

Sincerely,

Pep Valdes

PCAM, LLC, Executive Vice President
Phone: 888-220-1282 ext. 210 | Email: pvaldes@parkpca.com
3165 Garfield Avenue Commerce, CA 90040

PROJECT MANAGEMENT PLAN

PCA is proud to present a proposal rooted in proven performance, operational excellence, and extensive local knowledge. Our team has successfully operated transit services supporting the City of Montebello and surrounding areas for several years. We understand not only the logistical standards required for this contract, but also the nuanced needs of the passengers, city partners, and the unique geographical considerations of the region.

Our current operations support the daily transportation of passengers from the Montebello/Commerce Metrolink Station to their workplaces during morning shifts and provide timely return service in the afternoon. The proximity of our operations yard—approximately 1.5 miles from the Metrolink station—enables us to deploy vehicles quickly and respond to real-time service needs or contingencies.

Vehicle Preparation and Service Start

Each day, our drivers begin their shift by conducting a full vehicle inspection at least one hour prior to the first scheduled pickup. This proactive approach ensures the highest level of safety and readiness. Vehicles are inspected for mechanical reliability, cleanliness, ADA compliance, and all City and CHP requirements.

Route Familiarity and Operational Consistency

Our drivers are not only professionally licensed and trained, but also deeply familiar with the specific routes, passenger schedules, worksite locations, and traffic patterns. Most of our operators have been assigned to these routes long-term, resulting in strong relationships with passengers and a precise understanding of the streets, timing, and logistical adjustments required for efficient service.

Supervisory staff and managers are equally engaged in the daily operations, maintaining oversight on route performance, responding to service issues in real time, and supporting continuous improvement. Our operations team regularly reviews on-time performance, customer service feedback, and route efficiency to ensure consistent adherence to contract requirements and the highest standard of public service.

Commitment to Quality and Compliance

PCA operates with full compliance to all relevant safety and regulatory standards, including CHP inspections, DOT requirements, and ADA guidelines. Our management team ensures that all operations remain aligned with the Scope of Work, including service quality, vehicle readiness, and rider satisfaction. We are committed to maintaining open communication with the City and adapting to changes or expansions in service as needed.

PCA is committed to meeting or exceeding all performance standards set forth in the RFP and acknowledges the City's right to assess penalties for non-compliance as outlined in the agreement.

Operator and Support Personnel Training

PCA has carefully reviewed and is fully prepared to meet the training and retraining requirements specified in the scope of work. As the incumbent provider, PCA has already developed and implemented training processes tailored specifically to the Montebello Link service. More detailed information about our Training program can be found below.

- Company Employee manual distributed and explained
- Customer relations training
- Safety Procedures of Location (specific to each individual location)
- Harassment Prevention training

- Understanding and completing reports
- Passenger relations: general service, accommodate special needs, sensitivity training.
- Safety (video and lecture): review vehicle specs, defensive driving, ADA equipment, passenger safety, driver safety, traffic laws and regulations
- Understanding and completing reports
- Proficiency Testing (where applicable)
- Assignment
- Familiarize attendants with the facility.
- Training: Equipment used, record keeping, cash management procedures, deposits, and ticket transactions.
- Understand and complete reports specific to the needs of the contracting authority.

Ongoing Training

- Monthly safety meetings (sample topics include avoiding slips and falls, heat exhaustion and heatstroke, and other safety protocols and best practices)
- Questions from employees
- Open forum for employees and managers to discuss productivity improvement.

Evaluation

- 6-month probationary period for new hires measuring overall efficiency based on all of the criteria above
- Annual evaluation of all employees by Project Supervisor encompassing Efficiency, Safety, Customer Relations, and Attendance Customer Service Training

Driver Training And Retraining

When it comes to training and retraining our driving personnel, our Project Manager and human resources department are very hands on throughout the entire process. Specific types of training and retraining may include, but not be limited to:

- All Drivers completing a General Training Course and a Defensive Driving Course with PCA-appointed certified trainer.
- General Transportation Safety procedures, detecting unsafe conditions and the use of equipment (e.g., two-way radios); incident reporting, general record keeping, and assisting elderly and disabled customers when applicable.
- Drivers' Safety
- Drivers' Maneuverability Field Test
- Ensuring safe vehicle operation in heavily congested areas.
- General Maneuverability in confined areas
- Route training (i.e., strict adherence to designated shuttle routes)
- GPS technology

The Project Manager will monitor and evaluate employee performance. On-site training will also require a supervisor or trainer to ride with the operators in order to monitor their proficiency and ability to provide additional assistance as required.

Additional training will focus on customer relations, daily vehicle safety and operational checklist items and other operational aspects as required. Drivers undergo a safety and performance test semi-annually and additional training is offered for improving general performance or as necessary for company advancement.

To maintain excellent service, PCA also requires employees to attend continued training in customer relations, operational procedures, and safety regularly as a condition of employment. The Transportation Management team maintains files of all training records at the office performing contract support functions. All records will be made available for inspection whenever desired by the City's representatives.

The driver training process follows the following outline (60-80 Hours – Depending on Experience):

1. Orientation:

All employees are required to attend a formal orientation in order to ensure a high degree of courteousness and to ensure that efficient service is carried out for each project. Personal and professional characteristics such as politeness, safety, reliability, and a sense of urgency are emphasized to employees as a key part of their job. Company training stresses the importance of teamwork, which in transportation operations means cooperation by all employees to deliver the best service possible and the need for employees to respect and help each other at all times.

2. Review Various Vehicle Specifications:

- Brakes
- Steering
- Drive train
- Suspension
- Lights
- Doors
- Seating
- Heating and air conditioning
- Emergency equipment
- Communication/navigation equipment

3. Pre- and Post-Trip Inspections:

- Proper form completion
- A standardized step-by-step inspection Process
- Follow through when problems are identified

4. Defensive Driving:

- Explain time/distance ratios of large vehicles at various speeds
- Braking and acceleration
- Apply gradual increases in pressure according to estimated time/distance ratio
- Faster for more distance
- Slower for less distance
- Apply increases in acceleration, according to estimated time/distance ratio
- Use of mirrors and signals
- Adjust speed and handling to actual conditions during daytime or nighttime, Inclement weather (rain, snow), or Emergency conditions such as earthquake, power failure, severe storms and flooding, etc.

5. Safety and Accident Procedures:

Passenger Safety

- Verify all passengers are seated or holding handrails

- Keep passengers out of stairwells during vehicle operation
- Drive 5-10 mph below speed limit when vehicle is overcrowded
- Stop, turn off engine, and apply emergency brake immediately after the accident/incident occurs
- Approach individual(s) professionally and courteous
- Avoid raising voice
- Inform individual(s) that they must leave the vehicle and why
- Give information on filing a response to their ejection if requested
- Escort individual(s) off the bus
- Ensure other passengers remain still (seated or standing) and calm
- Call for security if individual(s) refuse cooperation

Personal Driver Safety Habits

- Start every shift rested and fed
- ABSOLUTELY no alcohol use at least 8 hours before starting shift
- ABSOLUTELY no illegal drug use at any time
- Take only appropriate dosage of prescription medication, ensure there are no adverse side effects that may affect safety-sensitive job function(s).
- Provide written authorization from physician
- Certain prescription medications disallowed (antihistamines, codeine, etc.)
- Verify driver licensing and medical cards

Traffic Rules and Regulations

- Speed limits
- Posted conditions
- Procedures during emergency conditions
- Follow directions of law enforcement or other public safety authorities as required

Accident Procedures

- Call for emergency medical assistance if any bodily injury occurs
- Notify PCA and the contracting authority if any accident occurs immediately after
- Remain accessible for interviews regarding accident
- Complete all forms, reports, or other documentation required by PCA and the contracting authority on the same day of the accident
- Driver escorted by manager for drug and alcohol testing

Route Familiarity

Our drivers first gain route familiarization through a structured training process designed to ensure they are well-prepared to assist riders effectively. Initially, they study the route and specific driving conditions, gaining a detailed understanding of the path they will be navigating. To reinforce this knowledge, employees spend five days riding the designated route with a Field Supervisor or Lead Driver. This hands-on experience allows them to observe and learn the intricacies of the route firsthand. During this period, they also familiarize themselves with connecting destinations and other points of interest that are important to riders, such as schools, shopping centers, and hospitals. This comprehensive approach ensures our employees are well-equipped to provide accurate and helpful information, enhancing the overall passenger experience.

Rapport with Passengers

PCA drivers understand the importance of greeting passengers warmly, using friendly phrases such as “hello,” “how are you,” or “welcome aboard.” We emphasize the necessity of being knowledgeable about routes, schedules, and key destinations to provide accurate and helpful information. This ensures that our employees can assist passengers in navigating the system efficiently and reaching critical locations like shopping centers and hospitals.

Furthermore, our program trains drivers to engage in friendly small talk at stops, fostering a welcoming and positive environment. These interactions not only enhance the passenger experience but also provide valuable insights into customer needs, enabling more personalized service. We also stress the importance of a pleasant farewell, encouraging employees to thank passengers for their patronage, wish them a nice day, and leave them with a smile.

Our drivers apply their comprehensive knowledge of routes to better serve customers, ensuring punctuality even amidst varying traffic conditions. They are skilled in anticipating and organizing time to accommodate special drop requests effectively. By reviewing reports to determine peak hour demand, they can judge traffic levels accurately and make informed decisions to maintain efficiency. Employees consistently adhere to speed limits, prioritizing safety while staying on schedule. Additionally, they provide physical assistance when necessary, including operating ADA equipment to assist handicapped passengers and offering support to elderly riders during boarding, seating, and departure. This ensures our team delivers reliable, considerate, and timely service to all passengers.

Lastly, employees practice patience and understanding, ensuring they are attuned to the unique needs of each passenger, especially seniors. They maintain a helpful and friendly demeanor at all times, reassuring passengers that they will make every extra effort to assist them. When actively listening to passengers' needs and concerns, our drivers respond professionally and compassionately. They take the extra time to answer questions simply and thoroughly, ensuring that every passenger feels valued and well-informed.

By implementing these practices, our employees contribute to a higher level of customer satisfaction, which can lead to increased ridership and customer loyalty. This comprehensive approach demonstrates our commitment to exceptional service and positions us as a leader in customer-centric transportation solutions.

Drug And Alcohol Abuse Screening Policies

PCA is audited by LPM Consulting Inc. due to PCA being an FTA sub-grantee under the Los Angeles County Metropolitan Transportation Authority (LACMTA) Pass-through Program. Our goal is to ensure that we are always in compliance with the federal drug and alcohol testing rules -- 49 CFR Part 40, as amended (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 CFR Part 655, as amended (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations).

All employees are required to undergo a pre-employment drug and alcohol test. Any new hire must have a verified negative test before performing any behind-the-wheel safety sensitive functions. The new hire is then to proceed to a two-hour substance abuse training session. Documentation of when safety sensitive functions begin will be documented and filed as well as the release of information form.

All employees conducting safety-sensitive job functions are placed on the random drug testing pool which is completed quarterly. PCA is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

PCA has in place comprehensive substance abuse screening policies for FTA (Federal Transit Administration) Accounts and FMCSA (Federal Motor Carrier Safety Administration) Accounts, in addition to company-wide Drug and Alcohol Policy. Copies of these policies are available upon request.

Attendance Policy

PCA's staff is subject to following our corporate attendance policy, which will outline the accepted methods and timelines for items such as call-outs. All employees sign and acknowledge (during the new hire process) that they understand the policy and that they are expected to be punctual and regular in attendance. We ensure that they are all made aware that tardiness or absences can cause problems for their co-workers, management, and ultimately the location itself. PCA staff is expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. The intent of our policy is to clearly define instances and events that can be categorized as attendance violations and to present the consequences and corrective action when attendance violations occur.

The policy itself defines and prescribes corrective action for three types of attendance occurrence: 1) Call offs 2) Tardiness 3) No Call-No Shows. A copy of the attendance policy is available upon request.

Dispatcher Training

We utilize the Agent training system to help us to provide exceptional service and set PCA apart from other companies. PCA conducts a weeklong, in-house, safety and sensitivity training program conducted by our Supervisor.

These core fundamentals are the foundation of our call center training program and they include:

- Orientation to PCA Management's policies and procedures.
- Introduction to the area's geography including trip generators (both origins and destinations)
- Skills and etiquette for telephone, (and e-mail communications)
- Information technology systems (ITS) training
- Understanding our customers (Sensitivity Training)
- Review of Driver's Defensive Driving Skills (Agents must know what is expected of our drivers).

Upon completion of the core foundations training program, the agents will then be assigned to work alongside an experienced agent who will mentor them for a two-week period making sure the agent is comfortable and confident in their new role.

Customer Service Training

PCA understands that the transportation operations at the City are such that they require a considerable amount of interaction with the public. As such, PCA has identified programs that it uses as a certification process for our Project Managers (and any other preferred management team members) to utilize when training all new hires and re-training for any follow-up measures (customer complaints, concerns, etc.). These interactive programs take our designated management staff through a detailed process for resolving customer complaints and handling each customer's needs, no matter how challenging or how different the environment may be.

Our PCA managers learn how to stay professional in emotional situations, beyond basic telephone courtesy and follow a consistent process to resolve complaints, conflicts, and emergency situations (emergency response, facility lockdowns [infant abductions, earthquake, etc.]). Most importantly, they are trained to discover how to truly engage customers and build enduring relationships. This valuable information can then be utilized to train and retrain staff on an as-needed basis.

PCA understands completely that the details of customer service can make all the difference, especially in a transportation or parking operation, as we are generally the first and last points of contact for a

passenger. Following the proven guidelines as outlined in our programs will ensure that, at the end of the day, your customer's emotional and practical needs are not only met but exceeded. Each issue solved will be with a positive, helpful attitude and done so in a manner meant to strengthen the relationship with our customers.

Sensitivity Training

PCA acknowledges that an extra layer of customer service sensitivity must be placed when dealing with individuals with disabilities and that maintaining an awareness of persons with disabilities is key for professional and everyday interaction. The following are some of the things PCA trains our staff to consider when interacting and providing services to individuals with disabilities:

- Always ask before you help, as people desire to be independent and treated with respect.
- Be respectful about physical contact, and, again, always ask before making said contact.
- Consider personal space.
- Think before you speak.
- Speak directly to the person (make eye contact whenever possible).
- Don't make assumptions.
- People are the best judge of what they can or cannot do personally.
- A request for an accommodation is not out of line and should not be viewed as a complaint.

Complaint Procedures

PCA understands that at times, complaints will happen. PCA regards a complaint as an expression of dissatisfaction about our organization, our staff, our partners/clients, our contracted service providers or anyone else acting on our behalf. A complaint can be received verbally, by phone, by email, via our website, or in writing.

Procedure

The PCA employee who receives an email/written/phone or in-person complaint should: Write down the facts of the complaint, take the complainant's name, address and telephone number, note down the relationship of the complainant to PCA, tell the complainant that we have a complaints procedure, tell the complainant what will happen next and how long it will take. Where appropriate, PCA shall ask the complainant to send a written account via email so that the complaint is recorded in the complainant's own words.

Resolving Complaints

Stage One: The complaint will be formally acknowledged within 48 hours of receipt and will be provided to the appropriate manager for follow-up. An acknowledgment will confirm who is dealing with the complaint and when the complainant can expect a reply. In many cases, a complaint is best resolved by the person responsible for the issue being complained about. If the complaint has been received by that person, they should try to do so if possible and appropriate. If it has not already been resolved, an appropriate person (Director of Operations, Vice President of Operations, etc.) will investigate and take appropriate action within 5 working days. We may ask the member of staff who dealt with the complainant to reply to the complaint. We may also ask to meet the complainant to discuss and hopefully resolve the complaint.

This will be done within 5 days of the end of our investigation. At the very least, the employee in question who received the complaint shall receive a refresher training on the subject applicable to the concern. Within 2 days of that meeting, we will write to the complainant to confirm what took place and any solutions agreed with you. If they do not want a meeting or it is not possible, we will send a detailed reply to the complaint. This will include suggestions for resolving the matter. This will be done within 5 days of completing our investigation.

Escalation Process

Stage Two: If the complainant feels that the problem has not been satisfactorily resolved at Stage One, they can request that the complaint be further reviewed. At this stage, the complaint will be passed to the HR Director. The request for further review will be acknowledged within 48 hours of receiving it. The acknowledgment will confirm who will deal with the case and when the complainant can expect a reply. The HR Director may investigate the facts of the case themselves or delegate a suitably senior-level person to do so. This may involve reviewing the case and speaking with the person who dealt with the complaint at Stage One. If the complaint relates to a specific person, they will be informed and given a further opportunity to respond. Stage 2 complaints will receive a definitive reply within 10 working days. The decision taken at this stage is final.

Continuous Improvement

PCA monitors and reviews the effectiveness of our complaints handling process to ensure that this continuously improves and that we learn from these complaints.

Ongoing Safety Program And Training

Employees receive a “safety briefing” on the first day in their position, which includes:

- Encouraging questions as they learn and face new situations
- Explaining job duties in terms the individual can understand
- Demonstrating all precautions and safe work practices for each job and explaining their importance
- Explaining the need for protective equipment and dangers of not wearing it
- Test the employee to verify he/she understands safety instructions and/or use of equipment

Additional lessons may include use of:

- Fire extinguishers
- Lifting and moving heavy objects
- First-aid
- Cardiopulmonary resuscitation
- Natural disaster emergency procedures

PCA will periodically conduct unannounced checks on employees to verify safety preparedness and will schedule follow-up training sessions to foster honest dialogue among supervisors and workers. PCA Employees are trained to address situations where vandalism, rude behavior, violence, etc. occur as part of PCA's initial and ongoing employee training. Employees will first contact their supervisor and apprise them of the incident. The Supervisor will direct the employee in the appropriate plan of action.

Above all, the safety of all will dictate the immediate solution to the problem. If outside assistance is needed, the Supervisor will coordinate the required response. Incidents and disturbances will be documented and a copy of the report will be forwarded to the City. PCA instructs all personnel to follow the instructions of police, fire, or any authorized official responsible for maintaining safety and order in an emergency. Such official instructions supersede any instructions given by the Project Manager or Supervisors.

ADA Equipment and Other Assistance to Persons with Disabilities:

- Proper areas for boarding and unloading passengers in wheelchairs
- Review vehicle specs for lift-gates
- Review interior space for safe and convenient wheelchair placement
- Proper use of lifts and tie-downs

Specialized Training (when and where applicable)

- HIPAA
- EMTALA
- Emergency Response
- Health and Safety Annual Review
- Fire Safety
- Earthquake
- ADA Procedures

Facility Map Training

- DOT Compliance
- CHP Compliance
- Pre-Trip Inspections
- Road Safety Training – Behind the Wheel
- Wheelchair and Lift Procedures
- Defensive Driving

Incidents And Accidents

PCA implements procedures to handle all incidents, accidents or events that could possibly give rise to a claim for liability, thefts, vandalism, property damage, and customer complaints. Such procedure at a minimum will include:

- Inspection of vehicles on a regular basis, reporting any items of disrepair, inoperative and/or irregularities to the vehicles.
- Immediately upon occurrence, report any accident, incident, or event that can result in a claim. PCA will provide a written report within 24 hours to the City.
- Keep and maintain a log of all oral and written complaints received directly from the public. Logs will contain the following information:
 1. Date
 2. Nature of complaint
 3. Copy of written complaints
 4. What and when action was taken or why no action was taken
- PCA will submit copies of complaints along with resolution within 10 days from receipt of the complaint to the City and forward copies of the logs on a monthly basis.
- Have 24-hour emergency contact numbers posted (such as cell numbers and managers' home numbers).
- Be able to resolve complaints relating to employee attitude, appearance, service, application of transportation policies, and other issues concerning the day-to-day operation of the transit services. PCA will forward any complaints outside the scope of service to the City within forty-eight (48) hours from receipt.

Vehicle Breakdowns

Every vehicle is equipped with 2-way radio communication and drivers are trained to contact the dispatch center immediately once a breakdown occurs. The following information is very imperative to be reported:

- Vehicle Number
- Address / Intersection of where vehicle is at the time of the breakdown

- Detailed description of the problem if possible
- Dispatcher / Manager will dispatch mechanics immediately to the location
- Dispatcher / Manager will dispatch spare vehicle immediately once they received the report from the driver.
- Management also will dispatch a tow truck if necessary

To avoid the road safety risks associated with a breakdown, the following training is provided to the drivers for staying safe:

- Drivers will stop and park the vehicle in a safe place as far off the road as practical
- Avoid stopping around blind corners, just over crests, on bridges or where roads are very narrow
- Use hazard lights to warn other road users
- In poor light, activate the parking and emergency lights
- Triangles must be placed on the road, front and back of vehicle
- Drivers will not attempt to repair the vehicle
- If it is safe to do so, drivers and passengers will leave the vehicle and move behind a safety barrier if available. It is safer for the driver and passengers to keep away from the road and well clear of the vehicle, while waiting for help to arrive. If it is not safe to leave the vehicle, driver and passengers will stay in the vehicle and buckle up the seatbelt.
- Exit the vehicle if it's safer for the driver and passengers to exit via the passenger side
- Close the vehicle's bonnet once help has been arranged. If other drivers see an open bonnet they may stop to render assistance which could further compromise everyone's safety
- Once the replacement vehicle arrives drivers will transfer passengers if it is safe to do so and continue the route

Hazardous Conditions

PCA trains its drivers to know what constitutes unsafe road conditions and to use good judgment in operating their vehicles when such conditions occur. Accordingly, they follow these procedures:

- Drivers will notify the immediate supervisor as soon as possible if any adverse road conditions or other situations exist that potentially would interrupt scheduled service or provide a safety hazard.
- The Supervisor or designated representative will notify the appropriate contracting office representative or other designated authority or local Police Department.
- Schedule service will resume as soon as conditions permit.

Passenger Disturbances

Drivers are trained to address situations where vandalism, rude behavior, violence, etc. occur as part of PCA's initial and ongoing employee training. Drivers will first contact their Supervisor and apprise them of the incident. The Supervisor will direct the driver in the appropriate plan of action. Above all, the safety of all of the passengers will dictate the immediate solution to the problem.

If outside assistance is needed, the Supervisor will coordinate the required response. Incidents and disturbances involving passengers will be documented and a copy of the report will be forwarded to the City.

Medical Assistance

PCA's drivers will immediately contact their Supervisor upon discovery of an illness, injury, or accident involving a passenger. Supervisors will contact the appropriate authority as deemed necessary. Upon arriving at the scene, the Supervisor will complete a full report of the incident and submit a copy to the City as soon as possible.

Accidents

Inside all vehicles are incident/accident forms. Employees are instructed to fill out all required documents, properly and completely, if an accident occurs. All drivers follow specified contract and PCA accident contact procedures and immediately contact:

- Local Security / Police Department
- Emergency fire, ambulance, or Police units
- Immediate supervisor
- Contracting Client's designated representative
- PCA Corporate Office

Additionally, per federal regulations, after each incident, PCA's Project Manager or Supervisor(s) shall escort the employee involved in the accident (as long as there is no injury requiring medical attention) to our nearest contracted medical clinic or facility for a post-accident drug and alcohol screening.

PROPOSED PROJECT TEAM

The ability to seamlessly kick off operations with an experienced staff, coupled with our well-established management team, will ensure there are no obstacles to meeting the City's service demands. PCA Executives and Project Managers pride themselves on accessibility, availability and quick problem-solving, and will be ready to assist the City and City Staff at any time during the course of the contract.

The City will find there is no red tape or delay in communicating with PCA. Readiness is a key attribute ingrained in our culture and PCA team members are equipped with the expertise, resources, and mindset to assist clients at all times. From sudden surges in staffing needs to unexpected operational hurdles and all issues in between, PCA is available to spring into action and support the City.

Information on PCA's Executive Team, as well as our proposed Project Manager can be found below. Full resumes are attached in the Appendix.

Executive Team

Alex Martin Chaves: Chief Executive Officer

Mr. Alex Martin Chaves is involved in the implementation of PCA's standard operating procedures and top management decisions, while maintaining close contact with all members of the management team.

Contractual Duties: Contract Compliance

Eric Chaves: President, General Counsel

Mr. Eric Chaves is legal counsel for PCA and performs and/or oversees all legal and related activities. He is involved in the implementation of management contracts with the respective contracting authority. Mr. Chaves implements and ensures direct compliance with all contract matters. He responds to any legal inquiries.

Contractual Duties: Contract Compliance, Vehicle/Equipment Procurement, General Contract Oversight

Renee Valdes: Executive Vice President

Mrs. Renee Valdes is responsible for Auditing and Risk Management for the entire company. She works closely with our compliance departments and insurance companies to ensure that Safety and Compliance are a number one priority. Her diligence and guidance provide for a safe work environment for all of our staff.

Contractual Duties: Safety and Compliance, Accident/Incidents, Auditing

Joseph "Pep" Valdes: Executive Vice President

Mr. Pep Valdes is responsible for overseeing and implementing business development activities including location start-up and management. He is based in Southern California and serves as PCA's liaison and representative to the contracting authorities. Through his extensive experience in the parking and transportation industry, Mr. Valdes has been instrumental in the continued growth of PCA.

Contractual Duties: Contract Compliance, Direct Contract Oversight, Technology Integration

Suzie Cooley: Senior Vice President

Ms. Suzie Cooley is currently the Senior Vice President for PCA and has been with the company since 2006. She is responsible for more than 1400 employees in more than 185 locations. All Vice Presidents report directly to her. Mrs. Cooley has more than 25 years of experience in the management of Operations, Human Resources, and Safety and Compliance within the Transportation Industry.

Contractual Duties: Contract Compliance, General Contract Oversight, Personnel Development

Aaron Chaves: Vice President of Operations

Mr. Aaron Chaves is a business-focused management professional with over 18 years of experience in driving operational processes and areas that include building high-performance teams, financial management, administrative management, sales, new business development, and client relations for multiple facilities simultaneously within the parking industry. Aaron has a proven background in successfully managing strategic direction through the analysis and development of core business processes, identifying deficiencies, and developing cost-effective solutions for enhancing competitiveness, spearheading growth, and increasing both client acquisition and revenue.

Contractual Duties: Operations Management, Business Development, Contracts & Agreements, Staff & Client Relations, Parking & Traffic Control, Accounting & P&L, Field Operations, Sales Management, Team Building & Oversight, Process Improvement, Relationship Management, Auditing & Payroll

Mario Cadenas (Project Manager): Vice President of Transportation

Mr. Cadenas has been employed with PCA for more than 30 years, resulting in vast knowledge and experience managing transportation and parking contacts while maximizing customer service and revenues. He is responsible for the day-to-day operations of PCA's Transportation and Parking Management Service Division, including, but not limited to, overseeing over 90 employees and management of 20 contracts, training, being a liaison between contracting authorities and PCA, cash management, monitoring contracts, enforcing company policies and procedures, safety training, preparing monthly reports, expense statements and invoices, and managing all aspects of the preventive maintenance Program.

Contractual Duties: Operations Management, Business Development, Contracts & Agreements, Staff & Client Relations, Parking & Traffic Control, Accounting & P&L, Field Operations, Sales Management, Team Building & Oversight, Process Improvement, Relationship Management, Auditing & Payroll

Lorena De Leon (Field Supervisor): Director of Fleet Maintenance & Transportation

Ms. De Leon brings extensive expertise in transportation planning, project management, and community-focused solutions. Her experience aligns well with the goals of this project, ensuring effective planning, coordination, and execution to meet the City's objectives.

Staff Roles & Responsibilities

Project Manager (PM)

PCA's Project Managers are selected based on their extensive experience and expertise in transportation service management. The PM will always be accessible and responsive. They will report directly to the City, overseeing day-to-day administration, ensuring compliance with regulations, managing training programs, maintaining records, and handling vehicle maintenance and personnel management. Our PMs demonstrate deep knowledge of all aspects of the managed service and work closely with the City to resolve any personnel or operational issues, accidents, and passenger complaints promptly and professionally. They are available for in-person or phone meetings throughout the operational day to make decisions and coordinate effectively.

Dispatchers

Our dispatchers are skilled front-line customer service representatives who ensure efficient operations by adeptly handling phone calls, addressing scheduling issues, answering general inquiries, and managing complaints. They coordinate seamlessly with in-field vehicle operators via radio, ensuring smooth communication and operations. All complaints are promptly reported to the PM for resolution. Additionally, our dispatchers are responsible for auditing and recording vehicle arrivals using real-time GPS tracking, ensuring accuracy and accountability in service delivery.

Vehicle Operators

Our vehicle operators are the face of our service in the field, directly interacting with the public to provide reliable transportation. They coordinate effectively with call center operators via two way communication, maintaining professional conduct and appearance at all times. Operators wear identification badges and uniforms that are neat, clean, pressed, and in good condition, reflecting the standards set by PCA and approved by the City. They adhere strictly to all applicable the City regulations while in uniform. Each vehicle operator holds the necessary certifications, including a valid California Class B or Class C driver's license and a current Department of Transportation-approved medical examination certificate. They are committed to maintaining a drug-free environment and comply with the Federal Highway Administration's Drug and Alcohol testing requirements (Title 49 Code of Federal Regulations), ensuring the highest standards of safety and reliability.

Field Supervisors

PCA's approach to supervisor training is comprehensive and rigorous, ensuring that supervisors are fully equipped to manage and support their teams effectively. We train supervisors to have complete knowledge of all routes and route information, enabling them to assist and guide drivers accurately. Supervisors are trained to observe, evaluate, and document driver performance regularly, providing constructive feedback and ensuring high standards of service.

Supervisors are also prepared to provide lunch reliefs to drivers and to step in and drive when substitute drivers are unavailable due to lateness or absence. They conduct monthly safety meetings to maintain a strong focus on safety protocols and practices. Additionally, supervisors are responsible for enforcing rules and regulations set by management, including administering necessary disciplinary actions.

Our training program ensures that supervisors are adept at training all new employees on specific route information, driver rules, and regulations. They are also trained to re-train employees who require additional guidance. At the end of each shift or business day, supervisors learn how to remove and securely "bag" all monies from fare-collecting vehicles, replace and lock empty vaults, and turn in all collected monies to the dispatcher.

Supervisors are required to submit weekly progress reports of all activities to the Operations Manager and to fill out accident/incident reports, including picking up police reports when available. They receive additional training to ensure they are on-duty at all times during working hours, oversee that all vehicles leave the yard on schedule, verify that all vehicles are properly inspected before departure, and substitute spare vehicles when necessary.

This thorough training ensures that our supervisors are well-prepared to handle the dynamic challenges of their roles, maintain operational efficiency, and uphold the highest standards of service and safety.

Maintenance Manager

PCA's Maintenance Managers are selected carefully for their experience and skill in providing proactive resource management for activities that include, but are not limited to, preventive maintenance scheduling and supervision, repair supervision, technical training, and related needs to ensure the performance of PCA's maintenance duties and responsibilities for the City.

By providing well-trained and dedicated personnel in each of these categories, our company guarantees that the City's Metrolink Rail Feeder Shuttle will operate smoothly, efficiently, and to the highest standards of customer service and safety.

QUALIFICATIONS AND EXPERIENCE

Parking Company of America (PCA) has been in business for more than 60 years, providing transportation and parking management services to both the public and private sectors. PCA strives to be an extension of the clients we serve and provide innovative solutions and services that make a difference. PCA prides itself on our superior customer service, and our never-ending mission is providing quality customer-focused service and adding value to the lives of the people we serve.

Our Core Values

- Integrity: We do what we say we will do.
- Safety: We have a safety-first, zero-incident culture.
- Sustainability: We are focused on a brighter tomorrow.
- Technology: We utilize state-of-the-art technology and techniques.
- Leadership: Our people are by far our greatest asset.
- Community Service: We believe deeply in supporting our community.

Since its founding in 1964, PCA has remained a family owned and operated business with over 1,600 employees and continues to be one of the largest privately-owned minority certified transportation companies in America. PCA currently operates the following service divisions:

- Transportation Management Services
- Parking Management
- PCA Med Non-Emergency Transportation
- Fleet Maintenance
- Healthcare Industry Management
- Hospitality & Hotel Parking Services

PCA's Transportation Management Services Division offers fixed-route and demand-response transportation services, annually transporting over 12 million passengers, and driving over 1 million miles each year for clients such as Loyola Marymount University, Anaheim Transportation Network, the County of Los Angeles, Kaiser Permanente, and Peachy Airport Parking.

Within this proposal we will detail out some of our best practices which enable PCA to be operationally efficient and effective, while providing superior customer service to our ridership. Our proven internal controls make PCA a partner that you can trust with full-service transportation management services and will allow us to carry out the following objectives, including but not limited to:

- Turnkey transportation operations
- Highest level customer service
- The ability to staff the number of operators needed for any specific line of service
- Accounting and business management infrastructures that meet Federal and State reporting requirements
- Understanding and ongoing utilization of various technological methods (Scheduling, Dispatching, GPS, Fleet Tracking, etc.)

PCA is proud of its longevity in the transportation industry, the broad range of its experience, and the high standard of excellence in its operations. PCA has a strong reputation for recruiting, training, nurturing, and maintaining a highly motivated, knowledgeable, and dedicated team with special emphasis on customer service, teamwork, and integrity; all tenets that begin with the Executive Management team and pervade to all levels of the organization. The continuous growth and financial success of PCA is the natural result of this philosophy.

PCA also believes in supporting the industries that support us. We understand that to stay abreast of industry developments like electric vehicles, clean fuels, bus design, advanced communications, computerized scheduling and dispatching, and electronic fare collection technologies, we must be involved in the professional/trade organizations that make the transportation industry an ever-changing arena. PCA is a current member of organizations such as the American Public Transportation Association (APTA), International Parking and Mobility Institute (IPMI), and the National Parking Association (NPA) among other local and regional industry organizations.

We are confident that our knowledge of existing operations, as well as the diversity of our programs and strategies, will demonstrate our understanding of the contractual undertaking of any agreement, as well as remaining keen to the importance of the successful operation of all aspects of any given transportation services.

Municipal And Public Agency Experience

PCA has worked extensively to grow our municipal and public agency transportation operations division over the last 50+ years. PCA prides itself on providing transportation solutions that allow municipal and public agency clients to establish significant relationships with their passengers, employees, and additional stakeholders.

Below are the five ultimate ways we are able to best serve municipal and public agency clients:

- 1. Service Maximization** - Our management solutions cover customer-facing transportation services such as reservations, payment, and any other related services that the City may need to effectively manage their transit programs. With our full-service way of management, the City no longer needs to hire additional vendors and/or think about pieces of the transportation management process (maintenance, equipment, vehicles, compliance, etc.). Our team's knowledge and expertise in municipal and public agency transportation management will help you maximize your services while minimizing operational costs and guaranteeing passenger and stakeholder satisfaction.
- 2. Control Process** - As a pioneer of transportation solutions, our management and frontline teams undergo regular intensive training to manage unique customer transportation needs.
- 3. Value-Based Care** - Customer safety is one of our top priorities in any of our parking and transportation management services. We work closely with our different internal departments to implement a safe and easy-to-use transportation system for all passengers. Our goal is to leave a positive impact on the City's passengers.
- 4. Health and Safety Control** - Transportation systems play a significant role in strengthening the confidence of residents, visitors, and staff alike in the quality and safety of the services being managed. As a reputable transportation and parking management company, we know the unique operational challenges that come with transportation assets, especially during unique scenarios such as the recent COVID-19 pandemic. That is why we maintain safety standards that comply with the policies of the Occupational Safety and Health Administration (OSHA), the Center for Disease Control (CDC), the World Health Organization (WHO), and most importantly, you the client. PCA employees are trained on health and safety issues and current safety standards and practices.
- 5. Optimized Labor Resources** - Our management services include various services that are designed to help you streamline operations for your transit programs. We provide hands-on management to improve the efficiency and cost-effectiveness of every area of your operation.

Commitment To Diversity

PCA recognizes that diversity is extremely important to the municipal entities we serve, and we feel exactly the same way. We have remained extremely diverse as it relates to our frontline and management staffing. Our active employees, over 94% fall into a minority classification, 20% of which are women.

PCA is a California-recognized Minority Business Enterprise (MBE) and as such, we recognize and realize the importance of embracing and encouraging our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and

mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and/or other characteristics, as that is what makes our employees unique.

PCA is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. As a service provider to many different industries (Municipal, Healthcare, Commercial, Hospitality, Entertainment, etc.), our human capital is the most valuable asset that we have at PCA. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their day-to-day work represents a significant part of not only our culture, but the reputation and overall achievement of PCA as well.

TECHNICAL APPROACH

As the City's incumbent provider, PCA brings a strong track record of successfully managing the City's shuttle service and several similar contracts across California. We will continue to collaborate with the City to enhance operational efficiency and performance, providing ongoing recommendations as needed. PCA will oversee and manage all aspects of the program's daily operations, including vehicle operations and maintenance, personnel management for both operations and maintenance staff, staff training, administrative procedures, scheduling and dispatch, data collection, reporting and analysis, and ongoing service monitoring to ensure maximum efficiency. PCA will remain committed to delivering reliable, high-quality service that aligns with the City's goals and meets the needs of the community.

Mario Cadenas will remain the project manager and the direct contact for the City. More detailed information about his experience is located in the Proposed Project Team section and his resume is included in the Appendix.

PCA is a financially stable company. Its capacity for increasing profitability expands daily with parking, fleet maintenance and transportation services nationwide. We are confident in PCA's financial viability and the trust that the City can place in us as a transportation management partner.

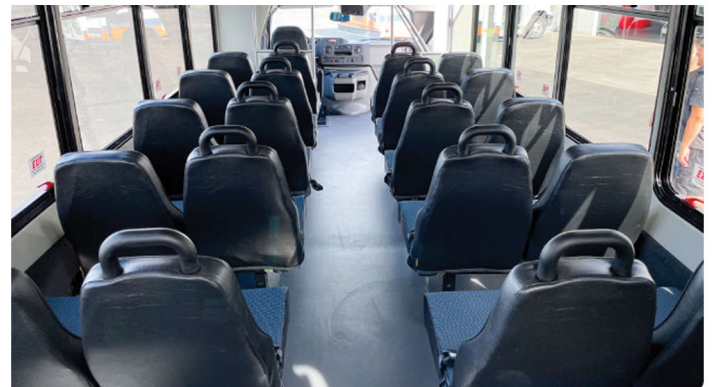
Work Plan

As the incumbent provider, PCA has a proven track record of meeting the service guidelines set by the City through strict adherence to semi fixed-route operations and scheduled service availability. The shuttle service will operate according to a semi fixed-route schedule provided by the City, with PCA ensuring that all routes and schedules are followed consistently and reliably. PCA will continue to work collaboratively with the City staff and key stakeholders to uphold safety standards and continuously optimize routes and schedules based on operational feedback and the City's direction. Shuttle services will be operated as follows:

Metrolink Rail Feeder Shuttle Service: PCA will operate the shuttle service Monday through Friday approximately from 4:30 am to 8:30 am and 3:30 pm to 7:30 pm excluding holidays. PCA will notify passengers at least one week in advance of changes in service.

PCA will adhere to the five semi-fixed routes and provide five in-service vehicles and one spare vehicle for each designated train. Our familiarity with these routes and scheduling needs allows us to deliver consistent and efficient service with minimal adjustments. The morning shuttles will take passengers from the Metrolink station along the semi-fixed route close to their employment sites. The evening shuttles will return passengers from the same semi-fixed routes to the Metrolink station.

Guaranteed Ride Service: As the incumbent operator, PCA understands the importance of ensuring no passenger is left without transportation. In accordance with the RFP, we will continue to offer a Guaranteed Ride Service for riders who miss the final scheduled Metrolink train due to circumstances beyond their control. Our dispatch system and team are equipped to respond promptly to such instances and arrange transportation when needed.



Ford E-450 Super Duty

Vehicle Maintenance

PCA has reviewed and is fully willing to comply with the inspections and all other vehicle maintenance requirements outlined in the scope of work.

PCA believes that proper and timely maintenance of vehicles provides safe and cost-effective results. PCA maintains a fleet vehicle program that tracks vehicle maintenance intervals by both time and mileage. PCA's Account Manager is responsible for updating the program daily to ensure that all vehicles are serviced on time. All services include inspection, lubrication, and replacement of parts based on vehicle manufacturer's recommended intervals and professionally accepted industry practices. State-mandated safety inspections will be performed on time and vehicles that are found to have any deficiencies will have the necessary corrections made before the vehicle is returned to service.

Our maintenance program consistently receives 100% satisfactory grades from the California Highway Patrol on our annual inspections; this is a very evident factor in our on time and break down performance

record. PCA has, in its history, always had a very low vehicle breakdown record and having our own team of professional mechanics is the main reason for our success.

Maintenance Facility

Located within our Corporate Headquarters in Commerce, CA, PCA offers excellent logistics for the dispatch and maintenance components of this transportation service. Industrial (1.178 Acres 4 Offices, Maintenance Facility: capacity 5 vehicles at the time). Our facility is within easy access to Highway 5 and our central location allows PCA to service all routes with minimal deadhead mileage and time. This facility also houses our administrative offices, dispatch center, training center, and permitted vehicle maintenance.

Maintenance Overview

- Multiple Bay Vehicle Repair Shop
- Administration Offices
- Dispatch Offices
- Revenue Storage Vaults

Safety Inspection Regulated by CHP

- Safety Inspection every 45 days
- Tires-recording a tread depth of all tires, maintaining a minimum 3/32" tread depth, 5/32" for emergency and essential
- Lights-exterior and interior lights and gauges
- Windshield wipers
- Fluid levels
- Battery and charging system; clean terminals and check cables
- Heating/air conditioning system
- Exhaust system and exhaust hangers and clamps
- Steering and suspension
- Frame, cross members, and body joints
- Driver shaft and U-joints
- Inspect critical components (hoses, belts, etc.)
- Inspect vehicle appearance (body damage, rust, interior condition, etc.)
- Inspect vehicle Brake System
- Any noted defects to the vehicle must be repaired immediately after the 45 days Inspection.

PM Vehicle Service every 3000 Miles

- Engine oil and oil filter change
- Lubricate chassis, hinges, locks, etc.
- Check and service emission controls
- Brake inspection- record remaining life (replace worn, damaged, or leaking components)
- Service cooling system if needed
- Starter/charging system- check and repair or replace defiant components
- Inspect air cleaner element and replace as needed
- Inspect wheelchair lift if any; perform maintenance / repairs as needed

When a vehicle enters a Fleet Service facility, a mechanic inspects its condition carefully to identify all mechanical deficiencies and safety needs. If the condition of a vehicle or equipment item exceeds

normal wear and tear unexpectedly or may have been abused by the user, the assigned Technician reports this in writing to the appropriate authority. Fleet Technicians and Working Lead Men remain alert to equipment or parts requiring excessive maintenance, repair, or indications of improper use by the user. Reports and statistical data from inspection reviews reveal this, as well as any premature failure of parts. Technicians or Working Lead Men report these conditions in writing immediately.

Department of California Highway Patrol

BUS MAINTENANCE & SAFETY INSPECTION

CHP 108 (REV 6-05) OPI 062

* Inspections of these times meets the minimum requirements of 34505 CVC

CARRIER NAME				UNIT#	MILEAGE		MILEAGE		MILEAGE		MILEAGE		MILEAGE		MILEAGE		MILEAGE		MILEAGE		MILEAGE		MILEAGE		
Parking Company of America				XXXXXX							130854		134900		139145				142305		145135				
YEAR	MAKE	Model	Plates	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC										
201	FORD	E-450 Super Duty	XXXXXXX	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF
1 Fire extinguisher, first aid kit, and reflective warning devices																									
2 Horn, defroster, gauges, odometer, and speedometer																									
3 Driver seat, passenger seats, padding, interior, and floor condition																									
4 Windshield wipers, windows, mirrors, and supports																									
5 All interior and exterior lights, signals, reflectors																									
6 Electrical wiring-condition and protection																									
7 Batteries-water level, terminals, and cables																									
* 8 Warning devices-air, oil, temperature, exit, and/or vacuum																									
9 Heaters, defrosters, switches, and vents																									
10 Doors, exterior, paint, and marking																									
11 Radiator and water hoses-coolant level, condition, and/or leaks																									
12 Belts-compressor, fan, water, and/or alternator																									
13 Fuel system-tank, hoses, tubing, and/or pump-leaks																									
14 Exhaust system, manifolds, piping, muffler-leaks and/or condition																									
15 Engine-mounting, excessive grease and/or oil																									
* 16 Clutch adjustment-free play				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
* 17 Air hoses and tubing-leaks, condition, and/or protection				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
* 18 Emergency stopping system-labeled, operative				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
* 19 Brakes do not release after complete loss of service air				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
* 20 Air brake system-adjustment, compartments, and/or condition				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
* 21 1 minute air or vacuum loss test				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
* 22 Air compressor governor-cut in and cut out pressure (85-130)				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
* 23 Primary air tank-drain and test function of check valve				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
* 24 Other air tanks-drain and check for contamination				N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
25 Air filter, throttle linkage																									
26 Starting and charging system																									
27 Hydraulic brake system-adjustment, components, and/or condition																									
28 Hydraulic master cylinder-level, leaks, and/or condition																									
29 Hoses and tubing-condition, protection																									
30 Tires-tread depth, inflation, condition																									
31 Wheels, lug nuts, and studs-cracks, looseness, and/or condition																									
32 Parking brake-able to hold the vehicle																									
33 Steering system-mounting, free lash and components																									
34 Steering arms, drag links, and/or tie rod ends																									
35 Suspension system-springs, shackles, u-bolts, and/or torque rods																									
36 Frame and cross members-cracks and/or condition																									
37 Drive shaft, universal joints, and/or guards																									
38 Transmission and differential-mounting, leaks, and/or condition																									
39 Wheel seals-leaks and/or condition																									
40 Under carriage-clean and secure																									
41 Emergency Exit Inspection: Check Pushout Windows, Emergency Doors,Check Emergency Lights / Window Lashes																									
42 Wheelchair Inspection: Check Hydraulic Power Unit, Vehicle Interlock Lift Operation, Lifting Pivots, Platform, Handrails, Floor/Ground Level																									
JANUARY INSPECTION		DATE		FEBRUARY INSPECTION				DATE		MARCH INSPECTION				DATE		APRIL INSPECTION				DATE					
MAY INSPECTION		DATE		JUNE INSPECTION				DATE		JULY INSPECTION				DATE		AUGUST INSPECTION				DATE					
		5/2/23						6/15/23						7/28/23											
SEPTEMBER INSPECTION		DATE		OCTOBER INSPECTION				DATE		NOVEMBER INSPECTION				DATE		DECEMBER INSPECTION				DATE					
		9/12/23						10/16/23																	

Vehicle Cleaning Procedures

PCA is committed to ensuring that the vehicle cleaning facility at our Commerce headquarters is properly staffed to maintain a clean, safe, and well-maintained fleet. Below, you will find the detailed daily, weekly and monthly vehicle cleaning schedules, which outline the tasks that will be performed to ensure all vehicles are thoroughly cleaned and maintained.

Daily cleaning: Limited interior sweeping, vacuuming, mopping (with a “wet” or “moist” mop), dusting, and removal of marks on panels, windows, and upholstery (including foreign matter such as gum, grease, dirt, and graffiti).

Weekly cleaning: Interior washing of seats, floor, ceilings, walls, stanchions, grab rails, and interior glass of the destination sign.

Monthly cleaning: All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, wheels, aluminum wheels, windows, panels, and door edge guards (with preservative) or as necessary to maintain an attractive appearance.

PCA is proud of our existing vehicle appearance program that promotes cleanliness both inside and outside the vehicle. All drivers are trained to maintain the vehicle they drive in an outstanding condition. Although the most important priority is mechanically safe vehicles, the cleanliness of vehicles receives an equal amount of attention by drivers and maintenance personnel.

Fueling

PCA drivers fuel before or after their shift. They can also fuel during their dead time, always respecting the procedures and schedules without any kind of conflict with their routes. PCA uses the SC fuels company that has the ability to fuel at any gas station with the exception of Arco.

GPS Tracking

PCA utilizes state-of-the-art scheduling, cameras inside and outside of vehicles and GPS vehicle location software (IPS System) allowing the capability to track the overall dispatch operations on a real-time basis.

Staffing Plan

Backed by a dedicated and experienced workforce, PCA has demonstrated and will continue to support the diverse needs of the City. With strong access to local talent pools, we ensure that qualified personnel are consistently available. A detailed staffing plan is provided below.

2025 Staffing Plan Montebello													
Company Name		PCAM LLC											
Company Address		3165 Garfield Ave Commerce CA 90040											
Project		Monbebello											
Department Name		Transportation											
Contract Number													
		Employee's	Position	Work	Full Time	Mon.	Tues.	Wed.	Thurs.	Fri	Sat	Sun	Total
Facility or Location			Title	Schedule	Part Time								Hours
Route 1		Driver 1	Driver	8 Hours	Full Time	8	8	8	8	8			40
Route 2		Driver 1	Driver	8 Hours	Full Time	8	8	8	8	8			40
Route 3		Driver 1	Driver	8 Hours	Full Time	8	8	8	8	8			40
Route 4		Driver 1	Driver	8 Hours	Full Time	8	8	8	8	8			40
Route 5		Driver 1	Driver	8 Hours	Full Time	8	8	8	8	8			40
Manager		1	Manager		Full Time								
Supervisor		1	Supervisor	6 Hours	Full Time	6	6	6	6	6			
Dispatcher		1	Dispatcher	8 Hours	Full Time	8	8	8	8	8			
Mechanic		1	Mechanic	8 Hours	Full Time	8	8	8	8	8			

Reporting and Data Collection

PCA has carefully reviewed the Scope of Work and reporting requirements and is fully prepared to comply. Samples of similar reports PCA provides to clients are available upon request. During the course of the Agreement, PCA shall continually monitor the operations of transit program and cooperate with the City in developing and implementing recommendations and solutions. More information on our data collection and reporting procedures is below.

Transportation Monitoring and Record Keeping

PCA maintains accurate records of daily, weekly, and monthly inventory volume or other cumulative data regarding transportation operations as required. Such records may include, but not be limited to:

- Ridership Reports
- Vehicle Service Hours (by vehicle revenue hours and total hours)
- Total Vehicle Revenue Miles
- Total Vehicle Miles
- Total Vehicle dead head miles
- Total Vehicle Hours
- Total Dead Head Hours
- Passenger Travel Time
- Daily Vehicle Reports
- Vehicle PM Inspections
- Accident and Incident Reports
- Employee Training and Turnover
- Complaints and Compliments
- Monthly Reports and all supporting documentation

Generally, PCA retains this documentation for up to five years or as required by a contracting authority. Records and documents may be inspected anytime with reasonable notice.

Data Entry

The data entry clerk enters trip sheet information into an Excel Workbook which includes a "Daily Input" spreadsheet. The following data is entered:

- a. Driver name
- b. Vehicle number
- c. Time & Odometer – Leave PCA yard
- d. Time & Odometer – First departure time at First Stop
- e. Time & Odometer – Last departure time at Last Stop
- f. Time & Odometer – Ending PCA yard
- g. Passenger riders
- h. Disabled passengers
- i. Wheelchairs

The above data is totaled in the Excel workbook by day, which links to other spreadsheets in the same workbook, including the monthly and weekend ridership summary reports. The monthly operation summary calculates:

- Total hours (Leave yard to return to yard minus fuel time)
- Total miles (Leave yard to return to yard minus fuel miles)
- Revenue hours (First pick-up to last drop minus fuel time)
- Revenue miles (First pick-up to last drop minus fuel miles)

Transportation Data Reporting

In addition to the monthly reporting requirements, PCA shall collect, maintain and report transportation data to the City in accordance with the Federal Transit Administration's Uniform System of Accounts and Reporting System (hereinafter referred to as the National Transit Database ["NTD"]).

* Monthly NTD reports including but not limited to DH Miles, RV Miles, RV Time DH Time Total Passengers per mode Etc.

Transportation Performance Monitoring

- **Vehicle Operator Review:** This review serves as a review test for vehicle operators. Failure to pass this review will result in retraining.
- **Daily Passengers:** In house transportation analyst will review the daily passenger report from the driver to ensure accuracy.
- **Unobserved Road Check:** Conducted at any time during service hours to ensure that the vehicle operators are not maneuvering illegally or violating any laws. Failure to pass an unobserved road check will result in retraining and up to termination depending upon violation.
- **Unannounced Ride Along:** Supervisors show up at any stop and ride along in the vehicle to ensure that the vehicle operator is not in violation of any law and is greeting the customers in a cordial manner as well as ensuring that the operators are in proper uniform and have a neat appearance. Failure to pass an unannounced ride along will result in retraining and up to termination depending upon violation.
- **Daily Vehicle Report (DVR):** Supervisors will review the operator's daily vehicle report to ensure that the operators are checking the vehicles properly. Failure to properly conduct a DVR may result in disciplinary action.
- **Unannounced Vehicle Inspection Checks:** Road supervisors, trainers, or managers will observe the vehicle operators while they conduct their daily vehicle inspections to ensure that the vehicles are inspected thoroughly. Failure to pass this inspection check will result in retraining.

Accounting Procedure

PCA's Accounting Department currently utilizes Microsoft Dynamics for all invoicing and revenue reporting. On or before the 10th day of each month, PCA shall submit a monthly invoice to the City. The City will have the right to review the books, data and other records maintained on or offsite by PCA with reasonable notice and during business hours.

Appendix



Alex Martin Chaves

Chief Executive Officer

Alex Martin Chaves has worked in the parking, fleet and transportation industry his entire professional life. His expertise in developing parking, fleet and transportation service companies is the strength he possesses to lead the PCA (Parking Company of America Management) group of entities today. Under his leadership as Chief Executive Officer, PCA has embarked on an aggressive and profitable program of developing new parking locations nationwide, securing transportation accounts, and acquiring established parking service and vehicle maintenance companies.

He entered the family business during high school working weekends as a Site Manager at locations in Los Angeles and San Francisco and started his own company during his college years securing several contracts in the Los Angeles area. By the late 1980s, he facilitated impressive growth with his parking service company, 100% in three consecutive years, by employing a full-time professional sales force and by the acquisition of an established parking company in Southern California. Clients currently include Hilton, Hyatt, and Marriott Hotels, several premier office buildings, upscale restaurants, hospitals and country clubs in California and elsewhere.

In 1995, Mr. Chaves started PCA's Transportation Division, which includes shuttle services for fixed-route continuous service, demand-response commuting service, and ADA certified transportation service of hospital patients and the disabled. Since then, Mr. Chaves has devoted much effort to acquire and develop over 250 acres of off-airport parking properties and related enterprises nationwide. He was particularly instrumental in securing private and institutional lending to purchase real estate for new parking developments, existing facilities for reorganization, and an established fleet service company which maintained fleet vehicle contacts in and around Los Angeles County.

During the past several years, he has guided the Company to another level of unprecedented growth. From off-airport locations across the United States, he envisions continued expansion in those markets of every other division in the company: parking management, transportation, and fleet services.

In 2012, Alex opened a new facility at 3100 Sylvan Road in Atlanta, GA. Peachy Airport Parking is the closest Atlanta ATL off-airport parking facility. He purchased a 500,000 sq' warehouse and converted it into a completely Indoor parking facility with 1,500 parking spaces. Additionally, Alex developed an Outdoor facility with 1,500 spaces for a total of 3,000 parking spaces. The indoor facility is Atlanta's only completely enclosed, indoor & climate-controlled Parking Facility.

Mr. Chaves is a graduate of Loyola-Marymount University of Los Angeles with a Bachelor of Science in Business Administration. Currently he is an active member of the LMU Latino Alumni Association where he serves as President. He received LMU's Distinguished Alumni Award and in 2012 he was selected as one of 58 distinguished LMU alumni who have excelled in their fields: the profiles of the honorees are featured in the "I AM LMU" exhibit lining the hallways of the Charles Von Der Ahe Building on the LMU campus. Mr. Chaves serves on LA 2024 (Los Angeles 2024 Olympics Board of Directors). Additionally, Mr. Chaves is a former member of Loyola Marymount University Board of Trustees, a former Board Member of the East Los Angeles YMCA and a former Board Member and Chapter Chairman of the Young Presidents' Organization (YPO) San Gabriel Valley Chapter, a prestigious international professional organization recognizing the accomplishments of company presidents and chief executive officers before age 40. He is a member of the YPO SGV Gold and YPO Angeleno Gold Chapters. In addition, he is an avid golfer and member of the Los Angeles Country Club, and a member of the California Club. Mr. Chaves and his wife Nora have four children and reside in Manhattan Beach, California.



Eric Chaves

President, General Counsel

Eric Chaves is President and General Counsel for PCAM, LLC d/b/a Parking Company of America (PCA) and has been with the company since 1997. He has been an important part of the company's exponential expansion in PCA'S parking and transportation services by spearheading the company's acquisition and organic growth strategy. He oversees the day-to-day operations of PCA which has over 1,000 employees and over \$50,000,000 in annual sales. All senior management reports directly to him. As head of the Legal Department, he approves all contracts, the legal side of all transactions, manages litigation, and controls special legal work by outside counsel.

Mr. Chaves is a founder and former board member of ProAmerica Bank, in Los Angeles, the largest Hispanic owned bank in Los Angeles, which was later sold to Pacific Commerce Bank in early 2016. Mr. Chaves is also board member of the Georgetown Law Center, Los Angeles Library Foundation and Young Presidents Organization (Beverly Hills Chapter). He was also a former Civil Service Commissioner of Los Angeles.

He is or has been a member of the California State Bar, the American Bar Association, the Los Angeles County Bar Association, the Los Angeles District Court, Mexican American Bar Association and the Central District Court of California.

Mr. Chaves received his JD from Georgetown University Law Center in 1992. He earned his BA in Political Science from the University of California at Los Angeles in 1989.



Renee Valdes

Executive Vice President

Mrs. Renee Valdes, Executive Vice President, has worked for Parking Company of America her entire professional life. Renee started working in the family business at the age of 15. Starting as parking booth cashier, Renee went on to oversee Parking Companies of America's airport operations encompassing 21 parking operations from coast to coast.

Most recently, Renee oversees the companies Auditing, Risk Management and Human Resources Departments, encompassing compliance, insurance operations and Workman's Compensation. Insurance Safety and Compliance are a number one priority. Her diligence and guidance has resulted in a safe work environment for PCA's entire staff.

Mrs. Valdes is a graduate of University of California, Irvine, earning a bachelor's Degree in business.

Currently, Renee serves on the following boards:

- Dolores Mission
- Habitat for Humanity
- Archdiocese of Los Angeles Cardinals Awards Dinner
- Catholic Education Foundation
- Catholic Association of Latino Leaders

Past Board Affiliations:

- St. Marks Episcopal School Board of Trustees
- St. Philip The Apostle School Board (President)
- Ronald McDonald Camps Board Member
- Weingart YMCA Board member

Renee is a Lady, in the Equestrian Order of the Holy Sepulcher of Jerusalem, a member of Legatus and a member of the California Club and Annandale Golf Club.

Renee has been Married for 29 years and has two adult daughters. She and her husband reside in Pasadena, CA.



Pep Valdes

Executive Vice President

Mr. Valdes has worked for Parking Company of America for the past 15 years. Pep is responsible for overseeing and implementing all aspects of business development activities including location start up and management. Pep based in Los Angeles and serves as PCA's liaison and representative to the contracting authorities. Through his extensive experience in the parking and transportation industry, Mr. Valdes has been instrumental in the continued growth of PCA. Prior to joining PCA, Pep spent 30 years in the Mortgage Industry overseeing and managing a sales force 150 strong.

Mr. Valdes believe in giving back to the community, he currently serves on the following Boards:

- Board of Directors, YMCA of Metropolitan Los Angeles
- Board of Trustees at PBS So Cal
- Board of Governors at White Memorial Medical Center,
- Member and Past Board Chair of the White Memorial Medical Center Charitable Foundation,
- Board of Trustees, National Association of Elected & Appointed Officials (NALEO) Education Fund
- Board Member and Past President of the Los Angeles chapter of the Catholic Association of Latino Leaders (CALL)
- Committee Co-Chair for the Queen of Angels Center for Priestly Formation.
- Member & Past President of Legatus

Past Board affiliations:

- Past Board President of the Board of Trustees at East L A Classic Theater
- Past Board member and Secretary of the Pasadena YMCA
- Past School Board Member of Blessed Sacrament School

Mr. Valdes is a Knight of the Equestrian Order of the Holy Sepulcher of Jerusalem, a member of the California Club and Annandale Golf Club. Pep has been married for 29 years and has two adult daughters. He resides in Pasadena, CA.



Suzie Cooley

Senior Vice President

Suzie Cooley is currently the Senior Vice President for PCA and has been with the company since 2006. She is responsible for more than 1400 employees in more than 185 locations. All Vice Presidents report directly to her. Mrs. Cooley has more than 25 years of experience in the management of Operations, Human Resources, and Safety and Compliance within the Parking and Transportation Industries.

Mrs. Cooley attended California State University Long Beach where she majored in Business Administration. She later obtained her Masters' Degree in Human Resources Management from Trident University International.

She maintains memberships with Society of Human Resources Management (SHRM), California Chamber of Commerce (CCC), and National Seminars (NST). Mrs. Cooley strives to continue her education in current processes and operational training programs to create new and exciting training programs for our staff.

Mrs. Cooley has spent more than 20 years volunteering to raise money for Hospice programs through CHW, where she coordinated the activities of 200 plus volunteers and provided Fund Raising Event planning. Mrs. Cooley is an ardent supporter of the Long Beach Police Officer's Association (LBPOA). She is also an active volunteer with Elementary and Junior High Schools and The Boys and Girls Clubs, providing counseling and guidance to our youth, as they are our future.

Mrs. Cooley is very passionate about preserving our environment for future generations and is a member of the National Parks Conservation Association (NPCA) and participates in coastal and desert cleanup activities regularly. She is also a volunteer with the Bureau of Land Management (BLM), helping to care for our nation's natural and cultural resources.



Aaron Chaves

Vice President of Operations

A current Board Director with the National Parking Association's Women in Parking and a member of the organization's "40 Under 40" Class of 2018, Aaron Chaves is a business-focused and driven management professional with over 20 years of experience in driving operational processes. His documented successes in strategic business planning, parking and transportation management operations, organizational leadership, financial management, sales management, and team building have all solidified Aaron as a respected professional within the industry.

Born into a family of parking professionals, Aaron has received his training and mentorship from industry veterans that individually each have more than 60 years' worth of parking experience. It is this leadership that has allowed for Aaron's vision, strategies, and operations leadership to continue to evolve as the industry evolves and to further develop his core industry competencies. Said competencies include, but are not limited to:

- Operations Management (Parking & Transportation)
- Business Development (RFP Process, Sales, Client Retention, Client Growth)
- Legal Contracts and Agreements
- Staff Retention & Team Building
- Accounting
- Process Improvement
- Payroll

Throughout his professional career, Aaron has successfully led the operation and strategic direction of various facilities and business units through the management and hands-on guidance of high-performance teams, oversight of company functions, and the execution of operational management methodologies. Aaron is well versed in driving business development objectives including team building and performance, contract management, increasing sales and profitability, and cost control. Possessing strong business acumen, Aaron has earned his track record of being able to manage complex business initiatives through the conceiving, developing, and implementation of strategies that drive growth, market positioning, and exceptional, rather than expected results. This success includes the turnaround and transformation of failing business units.

Aaron is currently enrolled at the University of Phoenix, finalizing the completion of his Bachelor of Science (BS) Degree in Business Administration and Management in mid-2024. Additionally, also in 2024 Aaron will be finalizing his Certified Parking Professional (CPP) and Certified Administrator of Public Parking (CAPP) certifications.

Mario Cadenas

Vice President of Transportation

Mr. Mario Cadenas has been employed with PCAM, LLC for more than 30 years, where he currently holds the position of Vice President of Transportation.

Mr. Cadenas' responsibilities have increased as he continues to gain Transportation and Parking Management knowledge and experience in managing all types of transportation and parking contracts, with methods of maximizing good customer service and revenue maximization.

Mr. Cadenas is a DMV certified Driver Trainer, and his professional qualifications include driving experience with a Class "B" passenger endorsement license and a CPR certificate.

As the Vice President of Transportation for the Greater Los Angeles area, Mr. Cadenas is responsible for the day-to-day operations of our Transportation and Parking Management Service Division. His responsibilities include, but are not limited to overseeing over 90 employees and management of 20 contracts, training, being a liaison between contracting authorities and PCAM, cash management, monitoring contracts, enforcing company policies and procedures, safety training, preparing monthly reports, expense statements and invoices, managing all aspects of the preventive maintenance program and preparing monthly sales reports for our Fleet Services Division. Other responsibilities include managing all aspects of Preventive Maintenance of buses and conducting Employee safety training meetings.

At the Los Angeles Union Station Mr. Cadenas began his career with PCAM as a Valet Attendant / cashier in 1985 to 1997, working on Full time basis. Since then, Mr. Cadenas has steadily moved up the corporate ladder. In 1997, Mr. Cadenas was transferred to the Transportation Management Division bringing with him more than 12 years of experience in the parking industry. Mr. Cadenas joined PCAM's Transportation Division as driver for SC DC contract, where he began to acquire his experience in the transportation business.

After acquiring his credentials as a DMV Certified Trainer for Class "B" License driving instructor. In early 1998, Mr. Cadenas was promoted to Transportation Supervisor where he was responsible for reviewing driver vehicle operations, training drivers, overseeing that driver conducting their vehicle inspections, conducting unobserved road checks, and conducted random inspections for safety and regulations.

Under the guidance of the Vice President of Operations and balance of the PCA Executive Team, Mr. Cadenas oversees the daily operations for all contracts including, but not limited to locations such as:

- DHS-Harbor UCLA Medical Center
- Children's Hospital Los Angeles
- Adventist Health White Memorial
- City of Lynwood
- City of San Fernando
- City of Bell Gardens
- City of Covina
- City of Cudahy

Lorena de Leon

Director of Fleet Maintenance and Transportation

- Directed operations and maintenance of a fleet of 65 vehicles, including transit buses, Dial a Ride vehicles, and Trolleys, ensuring minimal downtime and optimal performance.
- Designed and implemented a preventive maintenance program that decreased vehicle breakdowns by properly scheduling the 45 days CHP inspections and PM services.
- Established and enforced compliance with all applicable regulations of DOT and CHP
- Integrated fleet management TeamWorks software to improve scheduling, reporting, and performance tracking, resulting in efficiency vehicle maintenance service.
- Collaborated with senior leadership to align fleet operations with organizational objectives.
- Supervised a team of technicians and support staff in maintaining a fleet vehicles, ensuring timely repairs and routine servicing.
- Optimized inventory management processes for parts and supplies.
- Introduced alternative fuel vehicles into the fleet, reducing emissions
- Coordinated training programs for drivers and mechanics to improve safety awareness and technical expertise.
- Developed response plans for breakdowns and emergencies, minimizing disruptions to daily operations.
- Managed scheduling and routing transportation units and employees, ensuring on-time service.
- Conducted safety meetings and driver performance reviews, reducing incidents.

Core Competencies

- Strategic Fleet Management
- Preventive Maintenance Programs
- Transportation Operations Optimization
- Regulatory Compliance (CHP, DOT, EPA, OSHA)
- Staff Leadership and Training
- Safety Program Implementation
- Data Analytics for Fleet Performance
- Technology Integration (GPS, Fleet Software)
- Accidents
- Certified with commercial class B-P license

Technology Proficiency

- Fleet Management Software
- GPS Tracking and Telematics Systems, Samsara Ltyx and Azuga
- Maintenance Management Systems Teamworks
- Microsoft Office Suite (Word, Excel, PowerPoint, Outlook)



CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4381
WITH PARKING COMPANY OF AMERICA, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **September 10, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and PARKING COMPANY OF AMERICA, 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 qualified professional vendor to provide Metrolink rail feeder shuttle service in the CITY; and

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

WHEREAS, VENDOR responded to CITY's Request for Proposals dated June 12th, 2025 (RFP No. 25-10), as such is set forth fully in Exhibit "A" hereto and incorporated fully herein by this reference (hereinafter "VENDOR's Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 25-11, attached hereto as **Exhibit "A."**
- c. VENDOR'S Proposal to RFP No. 25-11 dated July 31, 2025, attached hereto as **Exhibit "B"**.
- d. VENDOR'S "Best and Final Offer" to RFP No. 25-11 dated August 18, 2025, attached hereto as **Exhibit "C"**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for RFP No. 25-11 in the City of Montebello Issued 6/12/2025 ("Request

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 2 of 12

for Proposals”), as such is set forth fully in **Exhibit “A”** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The VENDOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Metrolink rail feeder shuttle services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Professional Services”).

c. The VENDOR shall be compensated a sum not-to-exceed **ONE MILLION SEVEN HUNDRED THREE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS** (\$1,703,179) 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 VENDOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. 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 three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

a. The 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

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 3 of 12

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. The VENDOR 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 VENDOR.

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 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 AGREEMENT NO. 4379

Page 4 of 12

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the 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 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

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 5 of 12

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.
- **Garage Keeper's Legal Liability** insurance appropriate to the VENDOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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 VENDOR 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

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 7 of 12

cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebellocity.gov

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the 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).

h. 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.

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 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.

j. 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.

k. 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.

l. 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.

m. Procurement of insurance by the VENDOR shall not be construed as a

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 8 of 12

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;

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 9 of 12

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,

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 10 of 12

demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

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

With a copy to: City of Montebello – Transportation Department
Attn: John Soria, Director of Transportation
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: Jsoria@montebellocity.gov

If to Vendor: Parking Company of America LLC (PCAM)
Attn: Pep Valdes, Executive Vice President
3165 Garfield Avenue
Commerce, CA 90040
(888) 220-1282
Email: pvaldes@pca.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

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 11 of 12

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 VENODR. 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.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4379

Page 12 of 12

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

("CITY")

CITY OF MONTEBELLO

("VENDOR")

**PARKING COMPANY OF AMERICA,
LLC**

Raul Alvarez, City Manager

Pep Valdes, Executive Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Vendor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Best and Final Offer

EXHIBIT “A”

Request for Proposals for Services and Vendor’s Proposal

EXHIBIT “B”

Schedule of Compensation

EXHIBIT “C”

VENDOR’S Best and Final Offer



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: APPROVE RESOLUTION NO. 25-82 DECLARING CERTAIN REAL PROPERTY OWNED BY THE CITY TO BE “SURPLUS LAND” PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT AND DIRECTING THE RELEASE OF A NOTICE OF AVAILABILITY

DATE: September 10, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Resolution No. 25-82 declaring certain City-owned property, more particularly described in Exhibit A, as “Surplus Land” pursuant to Government Code Section 54221(b); and
2. Authorize the Director of Planning and Community Development to prepare and transmit a written Notice of Availability for the Property in compliance with Government Code Section 54222; and
3. Authorize the City Manager, or designee, to take all necessary actions to carry out the intent of this Resolution and ensure compliance with the Surplus Land Act; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The approval of Resolution No. 25-82 will not result in any immediate fiscal impact. Declaring the property as “Surplus Land” and issuing the Notice of Availability are administrative actions required under California housing law. Any potential fiscal impact will depend on the ultimate disposition of the property and will be brought forward for City Council consideration at a future date.

BACKGROUND/DISCUSSION:

The City of Montebello owns real property in Downtown Montebello, as described in Exhibit A (the “Property”). The subject site includes a small commercial office space totaling approximately 3,258 square feet and a public surface parking lot (the Newmark Mall) that provides 135 parking spaces serving businesses in Downtown Montebello. Consistent with the Downtown Montebello Specific Plan and the City’s 2040 General Plan, Downtown Montebello is envisioned as a low- to mid-rise, mixed-use district that fosters a thriving pedestrian environment supporting commercial/retail establishments, where housing is developed intentionally in a manner that supports economic vitality and does not displace existing businesses along the mixed-use corridor. Any successful project would not result in a reduction of available parking spaces for the existing business community.

The California Surplus Land Act (Government Code Sections 54220–54234) establishes requirements for the disposition of public land deemed surplus by local agencies. The Act requires that, prior to disposition, a local agency must formally declare such property either “exempt surplus land” or “surplus land” through adoption of a resolution at a regular public meeting.

Once declared surplus, the Surplus Land Act requires that the City issue a Notice of Availability to certain eligible entities, including affordable housing developers, local public agencies, and other qualified entities, before entering into negotiations for sale or lease.

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act (“CEQA”), declaring City-owned property surplus and issuing a Notice of Availability is exempt pursuant to CEQA Guidelines Section 15061(b)(3) (the “Common Sense Exemption”), in that it can be seen with certainty that there is no possibility the approval will have a significant effect on the environment. The action also does not constitute a project under CEQA Guidelines Section 15378(a), and none of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply. Additionally, the declaration of surplus land is a purely administrative and legislative action that does not authorize any development, demolition, or construction. Accordingly, the action is further exempt under CEQA Guidelines Section 15378(b)(5), which provides that organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not considered projects.

ANALYSIS:

Declaring the Property as surplus is an administrative step required under State Housing Law to allow the City to consider future disposition options. The declaration does not commit the City to a specific reuse or sale but ensures compliance with the Surplus Land Act, which prioritizes opportunities for affordable housing, parks, and open space when disposing of public land.

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 10, 2025

Page 3 of 3

Issuance of the Notice of Availability ensures that eligible entities are informed and provided the first opportunity to submit proposals consistent with State law. The City Council will retain full discretion in reviewing and approving any future agreements regarding the Property.

SUMMARY:

Approval of Resolution No. 25-82 will declare the Property as “Surplus Land” consistent with the requirements of the California Surplus Land Act. The action ensures legal compliance, authorizes issuance of the Notice of Availability, and preserves the City Council’s authority over any future disposition. The action is administrative in nature, has no direct environmental impacts, and positions the City to move forward in accordance with State law.

ATTACHMENT(S)

1. Attachment A - CC Reso. Declaring Surplus Land in Downtown Montebello
2. Attachment B - Downtown Montebello_Notice of Availability_Surplus Land Act (Final)
3. Attachment C - Site Map_Exhibit A

RESOLUTION NO. 25-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO DECLARING CERTAIN REAL PROPERTY OWNED BY THE CITY TO BE “SURPLUS LAND” PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT (GOVERNMENT CODE SECTION 54220 ET SEQ.) AND DIRECTING THE RELEASE OF A NOTICE OF AVAILABILITY

WHEREAS, the City of Montebello (“City”) is the fee owner of certain real property located in Downtown Montebello, more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, Government Code Sections 54220 through 54234, known as the “Surplus Land Act” (the “Act”), set forth requirements for local agencies, including cities, in the disposition of surplus public land; and

WHEREAS, Government Code Section 54221 requires the City, prior to the disposal of land, to declare the land either “exempt surplus land” or “surplus land” by resolution at a regular public meeting; and

WHEREAS, the Property is no longer necessary for the City’s use, and the City Council has determined that the Property should be declared “surplus land” as defined in Government Code Section 54221(b); and

WHEREAS, upon such declaration, the City is required to provide a written “Notice of Availability” to eligible entities identified in the Act, including housing sponsors, local public entities, and other eligible agencies, consistent with Government Code Section 54222; and

WHEREAS, the City Council finds that declaring the Property as surplus and proceeding under the Act is in the best interest of the City and its residents.

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

SECTION 1. The facts set forth in the Recitals above are true and correct.

SECTION 2. The City Council hereby finds and determines that the Property, more particularly described in Exhibit A attached hereto and incorporated herein, is not necessary for the City’s use and is hereby declared to be “Surplus Land” pursuant to Government Code Section 54221(b).

SECTION 3. The City Council authorizes the Director of Planning and Community Development to prepare and transmit a written Notice of Availability for the Property in compliance with Government Code Section 54222.

RESOLUTION NO. 25-82

Page 2 of 3

SECTION 4. The City Council authorizes the City Manager, or designee, to take all other necessary actions to appropriately carry out the intent of this Resolution and to ensure compliance with the Surplus Land Act.

SECTION 5. The City Clerk shall certify the adoption of this Resolution, and it shall go into effect immediately upon its adoption.

SECTION 6. The City Council finds and determines that approval of this Resolution declaring certain property as Surplus Land, as detailed in Exhibit A, is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (the "Common Sense Exemption"), in that it can be seen with certainty that there is no possibility the approval will have a significant effect on the environment. The action also does not constitute a project under CEQA Guidelines Section 15378(a), and none of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply. Additionally, the declaration of surplus land is a purely administrative and legislative action that does not authorize any development, demolition, or construction. Accordingly, the action is further exempt under CEQA Guidelines Section 15378(b)(5), which provides that organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not considered projects.

APPROVED AND ADOPTED ON THIS 10TH DAY OF SEPTEMBER 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Kimberly Guillen,
Senior Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Kimberly Guillen, Senior Deputy City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-82 was

RESOLUTION NO. 25-82

Page 3 of 3

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 10th day of September 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, Senior Deputy 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: _____

Kimberly Guillen, Senior Deputy City Clerk

September 11, 2025

TRANSMITTED VIA U.S. MAIL AND ELECTRONIC MAIL

California Department of Housing & Community Development
651 Bannon Street
Sacramento, CA 95811

TRANSMITTED VIA U.S. MAIL AND ELECTRONIC MAIL

- Housing authorities
- Local public agencies
- Park and recreation districts
- School districts
- County/regional agencies
- Transit agencies (as applicable)
- Housing Sponsors

RE: NOTICE OF AVAILABILITY – CITY OF MONTEBELLO

Dear Interested Parties:

Pursuant to the California Surplus Land Act (Government Code Sections 54220 et seq.), the City of Montebello (“City”) hereby provides this Notice of Availability of City-owned property that has been declared “Surplus Land” by City Council Resolution No. 25-82, adopted on September 10, 2025.

Property Information:

- Location: 612 W. Whittier Blvd., Los Angeles County Assessor’s Parcel Nos. 6346-028-912, 6346-027-901, 6346-027-903, and 6346-027-902
- Assessor’s Parcel Numbers: 6346-027-904, 6346-028-912, 6346-027-901, 6346-027-903, and 6346-027-902
- Size: Approximately 68,787 (or 1.57 Acres)
- Current Zoning: Downtown Montebello Specific Plan Zone – Mixed Use Corridor
- General Plan Designation: Downtown
- Description: The subject site includes a small commercial office space totaling approximately 3,258 square feet and a public surface parking lot (the Newmark Mall) that provides 135 parking spaces to serve the businesses in Downtown Montebello. Pursuant to the Downtown Montebello Specific Plan and the City’s 2040 General Plan, Downtown Montebello is envisioned as a low- to mid-rise, mixed-use district that fosters a thriving pedestrian environment supporting commercial/retail establishments, where housing is developed intentionally in a manner that supports economic vitality and does not displace existing businesses along the mixed-use corridor. Any successful project would not result in a reduction of available parking spaces for the existing business community.



MONTEBELLO

**CITY OF MONTEBELLO
PLANNING & COMMUNITY DEVELOPMENT**

JOSEPH PALOMBI, Director

Under the Surplus Land Act, the City must first make this property available for the potential development of affordable housing units as defined in Government Code Section 54221(f)(1) or

Park and Recreation Purposes, Open Space, or School Facilities or Transit-Oriented Development use by a local transit agency.

If your agency or organization is interested in purchasing or leasing the subject property for one of the statutorily preferred purposes, please submit a written Notice of Interest to the City no later than 60 days from the date of this letter.

Please include in your Notice of Interest:

- The name of your organization and contact information;
- A statement of interest in the property; and
- A preliminary description of the proposed use and any relevant project concept and description.

Deadline to Respond: [TBD - Insert Date – 60 days after letter date]

Please direct all responses and questions to:

Joseph Palombi
City of Montebello
Planning and Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Phone: (323) 887-1200
Email: JPalombi@Montebelloca.gov

If no eligible entity responds within the statutory timeframe, or if negotiations do not result in a transaction consistent with the Act, the City may proceed with alternative disposition of the property in compliance with the law.

Sincerely,

Joseph Palombi
Director of Planning and Community Development

N. MONTEBELLO

N. SIXTH ST

W. WHITTIER BLVD

W. WHITTIER BLVD

MAP KEY



CITY-OWNED

ATTACHMENT C





ITEM # 19

APPROVAL OF MINUTES: AUGUST 13, 2025, CITY COUNCIL MEETING; AUGUST 27, 2025, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, AUGUST 13, 2025 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Treasurer Matanga was also present. City Clerk Jimenez was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, 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.

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)(4)

Initiation of litigation in two matters

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 59456.9(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

Mayor Melendez reconvened the meeting at 7:22 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 action was taken, and nothing further to report; the Mayor recused himself from one of the two matters; Item No. 2, was not discussed; Item No. 3, a briefing was provided by Chief Lopez, no action was taken and nothing further to report; Item No. 4, City Council provided direction with respect to possible settlement authority; Item No. 5, a briefing was provided to City Council, no action was taken and nothing further to report.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by Chief Lopez.

Mayor Melendez wished City Clerk Jimenez a speedy recovery following an emergency medical procedure.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez requested to add a presentation by Athens to provide an update on the residential solid waste services.

CEREMONIAL ITEMS/PRESENTATIONS

6. PROCLAMATION FOR NATIONAL WELLNESS MONTH

Mayor Melendez presented the item.

7. CITY TREASURER'S QUARTERLY REPORT

City Treasurer Matanga provided a presentation of the item.

7a. Athens - Residential Solid Waste Franchise Update

Jeff Camera, President of MCA Consultant, provided a presentation of the item. The presentation included the communications plan, progress, property tax roll review, and monitoring.

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 seven(7) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez provided an update on the Humanitarian Program, reporting that the City is currently assisting forty-four families with groceries, rent, utilities, and other related needs. He also noted that the City has partnered with MAOF to offer informational workshops throughout the community.

City Attorney Alvarez provided an update regarding the joint lawsuit with the City of Los Angeles against the improper and unlawful actions of federal agents and ICE personnel. He stated that a hearing was held in which the judge initially granted a temporary restraining order in favor of the cities. Although the federal government opposed the order and the court denied their request, the matter was subsequently appealed to the Ninth Circuit. The Ninth Circuit upheld the temporary restraining order. The federal government has since appealed the decision to the United States Supreme Court. The City will participate in the amicus brief and has filed additional declarations seeking to convert the temporary restraining order into a permanent injunction.

City Manager Alvarez further reported that Councilmembers Peralta and Romero accompanied staff on a recent trip to Washington, D.C., where they met with legislators to advocate for funding related to transit, police, and fire projects.

City Manager Alvarez announced the appointment of Angelica Palmeros as the Assistant City Manager.

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.

The City Clerk's Office acknowledged one(1) member 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.

Director of Public Works Cesar Roldan provided a brief presentation of the item.

Councilmember Peralta asked City Manager Alvarez if he could provide more information regarding the removal of the trees and plans to plant additional trees.

Mayor Pro Tem Tamayo asked City Manager Alvarez to elaborate on the funding for the project.

Director Roldan and City Manager Alvarez provided additional information for the community.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Director Roldan provided a presentation of the item.

Councilmember Peralta asked City Manager Alvarez to explain why the specific starting and ending points were selected.

Mayor Melendez requested additional details from Director Roldan regarding project funding and the type of fence to be used.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Director Roldan provided a brief presentation of the item.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

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.

Director Roldan provided a brief presentation of the item.

Councilmember Peralta wanted to ensure those impacted would be informed of the expected developments beforehand.

Councilmember Alonzo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Councilmember Peralta acknowledged the team's achievement in reaching a Memorandum of Understanding with three bargaining units.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, 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 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.

City Manager Alvarez pulled Item No. 27 for further discussion.

Councilmember Peralta pulled Item No. 19 for further discussion.

Mayor Pro Tem Tamayo pulled Item No. 23 for further discussion.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve Item Nos. 17-18, 20-22, and 24-37; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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 Appication; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta spoke in support of the item.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo spoke in favor of the item.

Councilmember Alonzo motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

City Manager Alvarez informed the City Council that the City has received a formal protest, which will be included in the final record.

Councilmember Romero motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Councilmember Peralta and Councilmember Romero participated in the Montebello Advocacy Trip to Washington, D.C., where they met with legislative officials to discuss potential funding opportunities.

Mayor Melendez and Mayor Pro Tem Tamayo attended the Annual International Communication Association Conference and NALEO Conference.

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.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, August 10, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Councilmember Romero adjourned the meeting in memory of Jerry Hernandez. Mayor Melendez adjourned the meeting at 9:03 p.m.

THE MINUTES OF AUGUST 13, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF SEPTEMBER 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

1

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

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

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

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Beautification Project

MEETING DATE: 08/13 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Juan M. Guzmán **PHONE:** _____

ADDRESS: _____

ORGANIZATION REPRESENTED: self... (Optional)

NOTES: Speak...

ACCOMMODATIONS: None

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:** SENIOR CENTER

MEETING DATE: 08-13-25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: HERNAN TENRAZAS **PHONE:** _____ (Optional)

ADDRESS: HAMELESS (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 08-13-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAYAYO **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No.

4



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 8/13/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROEL HUNTER **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:** Public Comment

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nikles **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH (Optional) 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

7

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 8/13/25 **TIME RECEIVED:** 6:00

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** on file

(Optional)

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. 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. 8

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

MEETING DATE: 8/13/25

TIME RECEIVED: 1846

SPEAKER'S FULL NAME: Greg Gonzalez

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Absent

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

7

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

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

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

12, 13, 14, 15 & 16
AGENDA ITEM NO.

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Jickles **PHONE:** _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640 (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

August 13, 2025

Good Evening, Honorable Mayor Melendez and Staff, community.

I would like to wish our group MATCH90640 (Montebello Activist to Clean House 90640) a happy Anniversary.

Ten years ago today August 13, 2015 a group of concern residents decide we needed to form a group to help our Community. We each had an equal voice, we never had a president.

We were called by parents with children at Bella Vista Elementary school, asking for our help. There was a gas leak on school property, and Southern California Gas Company shut off all gas to school, which meant cold school rooms, no hot water in restrooms and no hot lunches.

We wrote letters to our Legislators, we spoke at MUSD Board meetings and complained about the abuse in spending of the School Bond money in the millions.

We were successful in causing the Audit of School board's actions and wasteful spending of Bond money. The MUSD was put under Conservatorship and not even a pencil could be purchased without permission, by School Board members.

That is when we wrote to our Legislators regarding the illegal contract and wasteful money being spent here in our city by former Council members.

On May 16, 2018 members of our group went to Sacramento and testified before the Joint Legislative Auditor Committee and made history. We won a unanimous 13-0 Full Forensic Audit, deeming our city a High Risk Municipality.

The report read 14 out of the 16 contracts awarded were in fact illegally done.

We are proud to continue to help our community, and are happy to see two groups like Montebello Voices and Montebello United also looking out for our city, they are the young guards, now protecting us.

On another note Scarlet your pathetic dog park is putting dogs in danger. Here is a picture showing the temperature of rubber ground cover in dog park at 127 degrees! The asphalt in the street was 129 degrees, so basically owners are letting their dogs burn their paws and inhale toxic fumes, being released from rubber ground cover. I dare you Scarlet to go walk bare feet around dog park for 20 minutes at 2pm and let's see the blisters on your feet. Shame on you.

Wonder if Blue beard will call KTLA and let them report on this toxic dog park now.





AMENDED



**CITY OF MONTEBELLO
REGULAR MEETING**

MINUTES

WEDNESDAY, AUGUST 27, 2025 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Senior Deputy City Clerk Kimberly Geron, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, John Riera, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Melendez announced the return of City Clerk Jimenez after emergency surgery and wished him a speedy recovery.

Mayor Melendez recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items.

1. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Government Code Section 54956.9 (d)(4)
Initiation of litigation in one case

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in one case

3. **PUBLIC EMPLOYEE ANNUAL EVALUATION**
Government Code Section 54957(b)(1)
Title: City Manager

4. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Government Code Section 54956.8
Property: 602-610 W. Whittier Blvd., Montebello, California 91704
Agency negotiator: Raul Alvarez, City Manager; Joe Palomares, Director of Community Development
Negotiating parties: Primestor
Under negotiation: Both price and terms

5. **CONFERENCE WITH LEGAL COUNSEL – Eminent Domain Litigation**
Government Code Section 54956.9(d)(1)
F. Tucker-Schuyler v. City of Montebello
Case No. ADJ10561152, ADJ10561411, ADJ1056167

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 16 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 action was taken, and nothing further to report; Item No. 2, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 3, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 4, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 5, a briefing was provided to City Council, no action was taken and nothing further to report.

INVOCATION

Led by Senior Deputy City Clerk Kimberly Guillen.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

6. MONTEBELLO GRADE SEPARATION PROJECT - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

Carrie Inciong, Senior Project Manager of the San Gabriel Valley Council Governments, provided a presentation of the Montebello Grade Separation Project. The presentation included information on ongoing, completed, and upcoming work.

Councilmember Peralta inquired about the timeline of the closure of Olympic Boulevard. She also inquired about the timeline for the completion of the project.

Senior Project Manager Inciong informed the City Council that the closure would last about twenty months. She further stated that the project would be completed in December 2028.

Councilmember Romero inquired about the lighting in the area and requested additional lighting, as many residents have shared their concerns.

Mayor Pro Tem Tamayo inquired about the community feedback. Ms. Inciong informed the City Council that Maria Cano, Community Relations, recently provided a presentation at the Rotary Club to assist the community with any questions or concerns.

7. MONTEBELLO - ASHIYA SISTER CITY STUDENTS

Montebello Ashiya Sister City Students Andrew Franco and Anthony Ramire provided a presentation on their trip to Ashiya, Japan.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged eight (8) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez noted that Assemblymember Mark Gonzalez and Sara Mahin, the newly appointed Director of Homeless Services, visited the Tiny Homes site.

Director of Public Works Cesar Rodan announced the upcoming Rain Barrel Giveaway Program.

PUBLIC HEARING

8. MASTER FEE SCHEDULE UPDATE

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a public hearing and consider adopting Resolution No. 25-76 approving updated General Administration, Finance, Fire, Police, Planning, Code Enforcement, and Public Works and Engineering fees; Adopt Resolution No. 25-77 approving updated Building and Safety and Plan Check fees; and Adopt Resolution No. 25-78 approving updated Parks and Recreation and Facility Rental fees; and

2. Set cost recovery amounts for Fiscal Years 2025-26 through 2027-28, as detailed and described in the attached fee schedules; and
3. Take such additional, related action that may be desirable.

Director of Finance Michael Solorza provided a presentation of the item. The presentation included a summary of the cost recovery study, the study's scope, the data used to calculate cost recovery, fee structures, and changes to fees by department.

Mayor Melendez opened the Public Hearing at 8:23 p.m.

The City Clerk's Office acknowledged three(3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office. Two speakers suggested that fees be increased in increments. Another speaker inquired whether the services and operations would be performed in-house rather than contracted to third-party consultants or vendors.

City Attorney Alvarez-Glasman left the meeting at 8:20 p.m.

Mayor Melendez closed the Public Hearing at 8:27 p.m.

Director Solorza stated that not all services/operations would be completed in-house. He further stated that the City offers a Fee Hardship Waiver for the ambulance fee.

Councilmember Peralta requested that staff post the updated fees on the city website. She thanked staff for offering a Hardship Waiver for the Ambulance Fee, noting that she had received several calls regarding this fee. She requested that staff study fees and policies from surrounding cities to determine what may be feasible for the City. She provided examples, noting that some cities charge smaller transportation fees to offer membership/subsidiary models to offset costs for residents. These opt-in programs allow individuals to pay an annual fee, which then covers ambulance services when needed. Such programs could reduce the burden on families while generating steady revenue. She further noted that some cities provide reduced membership rates for moderate income households and scaled programs for businesses.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item with an amendment directing staff to report on alternative models. The motion was approved unanimously.

REGULAR BUSINESS

9. **ADOPT RESOLUTION NO. 25-71 APPROVING THE 2025 LOCAL HAZARD MITIGATION PLAN (LHMP) FOR THE CITY OF MONTEBELLO**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-71 approving the 2025 Local Hazard Mitigation Plan (LHMP) for the City of Montebello; and
2. Authorize staff to transmit proof of adoption to FEMA for final approval; and
3. Take such additional, related action that may be desirable.

Fire Chief Pelaez provided a presentation of the item. The presentation included an introduction of the Local Hazard Mitigation Plan, components of the plan, and the next steps.

Mayor Melendez asked how often the plan should be updated. Chief Pelaez informed the Council that the plan needs to be updated every five years in order to continue receiving funding from FEMA.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

10. **ADOPT RESOLUTION NO. 25-73 APPROVING THE CITY OF MONTEBELLO TO BECOME A MEMBER OF THE FIRST PUBLIC HYDROGEN (FPH2) JOINT POWERS AUTHORITY**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-73 approving the City of Montebello to become a member of the First Public Hydrogen (FPH2) Joint Powers Authority (JPA); and
2. Authorize the City Manager to execute the agreement with FPH2 on the City's behalf; and
3. Take any additional related actions as deemed necessary

Jason Caudle, CEO of the First Public Hydrogen Joint Powers Authority (JPA), presented the item. The presentation included information about the JPA, including its purpose, advantages for municipalities, and the goals of the JPA.

Councilmember Peralta inquired about the city's responsibilities and obligations to join the JPA.

Mr. Caudle informed the City Council that the city had no obligations to join the JPA. He further stated that the City retains the right to withdraw from the JPA at any time should the Council choose to opt out.

Councilmember Peralta spoke in favor of the item.

Councilmember Perlata motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

11. ADOPT RESOLUTION NO. 25-75 APPROVING THE PAVEMENT MANAGEMENT SYSTEM 2025-2030 FINAL REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-75 approving the Pavement Management System 2025-2030 Final Report; and
2. Take such additional, related action that may be desirable.

Director Roldan provided a presentation of the item. The presentation included information on the current pavement conditions and legal requirements.

Councilmember Romero asked Director Roldan to explain the process for selecting which streets are paved. She also inquired whether a process exists for residents to report street requiring repaving and to submit them for consideration.

Councilmember Romero directed staff to post the presentation, including the list of streets scheduled for repaving on the city website.

Councilmember Peralta asked staff to provide a list of the streets scheduled for repaving.

Councilmember Romero motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

12. APPROVE SUBMISSION OF AN APPLICATION TO THE HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM (FY 2025-26) – SMALL PROJECTS CYCLE (GRANT CYCLE 45)

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of an application to the Household Hazardous Waste Grant Program (FY 2025-26) – Small Projects Cycle 45 to the Department of Resources Recycling and Recovery (CalRecycle) for the local governments in implementing safe Household Hazardous Waste (HHW) programs for collection, public outreach, source reduction, reuse, and/or recycling of HHW; and
2. Take such additional, related action that may be desirable.

Public Works Management Analyst Samantha Leyva presented the item. The presentation included a list of the program goals, performance measures, and expected impact.

Councilmember Alonzo motioned, seconded by Councilmember Romero, 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 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.

A member of the public pulled Item No. 16 for comment.

Councilmember Alonzo pulled Item No. 14

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve Items Nos. 13, 15, and 17-22; the motion was approved unanimously.

13. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4040 WITH UNIVERSAL PROTECTION SERVICES, LP TO PROVIDE UNARMED TRANSIT SECURITY SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4040 with Universal Protection Service, LP dba Allied Universal Security Services (Allied Universal), increasing the total not-to-exceed amount by \$1,010,171 for unarmed transit security services; and
2. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by \$495,746 in Account No. 600-90-910-6040.10 (Transit, Operations, Contract Services – Other Contract Services).
3. Authorize the City Manager and/or his designee to execute Amendment No. 2 on behalf of the City of Montebello; and
4. Take such additional, related, action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

14. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-01 FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICE

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing request for Proposals (RFP) No. 26-01 for citywide landscape maintenance services; and
2. Approve Amendment No. 3 to Professional Services Agreement 3822 with Verdant Landscaping, Inc. authorizing the extension of the current landscape maintenance agreement on a month-to-month basis on the same terms and conditions as the current agreement until the RFP process is complete, and a successor agreement is approved by the City Council; and
3. Authorize payment of invoices for services rendered pursuant to the current terms and conditions as contained in Agreement No. 3822 until a successor agreement is approved by the City Council; and
4. Take such additional, related action that may be desirable.

Councilmember Alonzo spoke in favor of the item.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

15. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4394 FOR CITYWIDE CUSTODIAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4394 between the City of Montebello and Lincoln Training Center for a three (3) year period, with two, one-year extensions for citywide custodial services for a not-to-exceed amount of \$620,551.26 (year one), \$827,401.68 (year two), \$827,401.68 (year three); and
2. Approve by a four-fifths vote of the City Council to award Professional Services Agreement No. 4394 under the authority of Montebello Municipal Code Chapter 3.20.050(D) - Conformance with bidding procedures; and

3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$150,000 in Account No. 100-30-510-6040.35 (General Fund-Public Works-Government Building Maintenance-Contract Services Custodial Services); and, \$50,000 in Account No. 600-90-900-6040.35 (Transit-Transportation-Transit Administration-Contract Services Custodial Services); and \$1,000 in Account No. 600-90-911-6040.35 (Transit-Transportation-Metrolink Station-Contract Services Custodial Services); and \$5,000 in Account No. 610-99-6040.10 (Golf-Non-Departmental-Contract Service Custodial Services); and
4. Authorize the City Manager to execute Professional Services Agreement No. 4394 on behalf of the City; and
5. Authorize the City Manager to notify Verde Facilities Services that Professional Services Agreement No. 4245 will be terminated as of September 30, 2025; and
6. Take such additional, related, action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

16. ACCEPTANCE OF THE HENRY ACUÑA DOG PARK (CP-922) – NOTICE OF COMPLETION (NOC)

RECOMMENDATION: It is recommended that the City Council

1. Accept the Henry Acuña Dog Park (CP 922) as completed by Estate Design & Construction Inc.; and
2. Approve the final contract amount with Estate Design & Construction Inc. for the Henry Acuna Dog Park in the amount of \$701,021 including applicable change orders; and
3. Approve the Final Total Project Budget in the amount of \$701,021 (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 \$12,080 due to Estate Design & Construction Inc. following the mandatory waiting period from the date the Notice of Completion (NOC) is recorded; and
6. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged one (1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said the speaker's card is on file at the City Clerk's office.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

17. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3910 WITH WOLVERINE FENCE COMPANY INC. TO PROVIDE FENCE REPAIR AND REPLACEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3910 between the City of Montebello and Wolverine Fence Company, Inc. for One (1) Year Extension through June 30, 2026; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

18. APPROVE PURCHASE AND UPFITTING OF ONE (1) ELECTRIC VEHICLE FOR THE PUBLIC WORKS DEPARTMENT UTILIZING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of one (1) Ford E-Transit Cargo Van for the Building Maintenance Division of the Public Works Department, utilizing South Coast Air Quality Management District (AQMD) funds; and
2. Approve the purchase through use of a cooperative agreement with Sourcwell and National Auto Fleet Group (Solicitation Number RFP #091521) as allowed by Montebello Municipal Code Chapter 3.20.050(F) - Cooperative Purchases; and,
3. Authorize the City Manager to execute all necessary documents related to the purchase and upfitting of the vehicle; and
4. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

19. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4020 WITH JCL TRAFFIC SERVICES TO PROVIDE TRAFFIC CONTROL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4020 with JCL Traffic Services for an additional one-year term to provide traffic control services through August 10, 2026; and
2. Authorize the City Manager to execute Amendment No. 1 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 was approved unanimously.

20. ADOPT RESOLUTION NO. 25-72 AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT NO. 4397 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) TO FUND THE MONTEBELLO MOBILITY HUB CONNECTIVITY (MMHC) FEASIBILITY STUDY THROUGH THE SUSTAINABLE COMMUNITIES COMPETITIVE (SCC) GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-72, authorizing the City Manager to execute a grant agreement with the California Department of Transportation (Caltrans) to fund the Montebello Mobility Hub Connectivity (MMHC) Feasibility Study through the Sustainable Communities Competitive (SCC) Grant Program; and
2. Authorize the City Manager to take any additional related actions on behalf of the City of Montebello necessary to execute the grant agreement; and
3. Approve issuing a MMHC Feasibility Study Request for Proposals (RFP); and
4. Take such additional, related, action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

21. ADOPT RESOLUTION NO. 25-79 APPROVING THE PUT OPTION AGREEMENT BETWEEN CITY OF MONTEBELLO AND INVESTOR DEVELOPMENT, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-79 approving the Put Option Agreement between the City of Montebello and Investor Development, Inc. regarding the property located at 602-610 W. Whittier Boulevard (APNs: 346-027-001, 6346-027-006, and 6346-027-019); and
2. Authorize the City Manager to execute the Put Option Agreement and any implementing documents, subject to approval to form by the City Attorney; and
3. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

22. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-74 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 27, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-74 approving the Warrant Register dated August 27, 2025.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved 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 Melendez attended the Contract Cities Board Retreat.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- Ric Alonzo, Councilmember

- Danielle Romero, Councilmember

- Georgina Tamayo, Mayor Pro Tem

- Scarlet Peralta, Councilmember

- Salvador Melendez, Mayor

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on September 10, 2025, at 6:00 p.m.**, which can be live-streamed at <http://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, August 24, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez adjourned the meeting in memory of former Montebello Mayor Phil Ramos. The meeting was adjourned at 9:50 p.m.

THE MINUTES OF AUGUST 27, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF SEPTEMBER 2025.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

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

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

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

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

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: TRAIN STOPPAGE

MEETING DATE: 8/27/21 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: RAY BROGLIERE 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. 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 ☐

For Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 08-27-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME:

Rosa Tanayo

PHONE

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note:

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

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

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comments

MEETING DATE: 8/27/25 **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. 4



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

08/27

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Helena Espinoza

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: CAHOS

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: 8/27/2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Paul Hurreado **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 08/27 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tina Gregorian **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 08/27 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicolas **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 08/27 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Margie Duarte **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 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. 116

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Gracie Nicks **PHONE:** _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MAT ch 90640

(Optional)

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

Good evening, Honorable Mayor, staff, and community.

I rise tonight to address the shameful disrespect shown to Chief Lopez at our last council meeting. When City Attorney Arnold Glasman left the closed session room and snapped his fingers to summon the Chief, it was not just unprofessional — it was disrespectful.

The public saw it. More importantly, the officers of your department witnessed it.

No former Chief — Espinoza or Keller — would have tolerated that treatment. Chief Lopez, you must command respect, and it starts with how this city's leadership treats you. Mr. Glasman owes you, and this community, a public apology.

Mr. Glasman, I once respected your work. I personally thanked you when you saved Montebello \$18 million against HUD. But something changed. The reputation you built has been lost. Your law firm is now seen as toxic. You tell councilmembers they need to count to three, yet you broke the law yourself in the Quorum vote you approved with only two Councilmembers.

Now we see troubling conduct in the City of Huntington Park and in the Montebello Unified School District. Again violating the quorum law of three.

Did you think working families couldn't fight back? Mr. Glasman you will be held accountable.

Now we learned you refuse to speak directly with our Mayor. Who do you think you are? You work for us — the residents of Montebello. You are paid with our tax dollars. In fact, your contract has brought you an average of \$1.6 million a year from this modest community. The least you can do is show our Mayor the respect he deserves.

You could have retired with dignity. Instead, you chose a different path. Now accountability will find you. The California Attorney General will have the final word.

And let me leave you with this reminder: Arnold you are not above the law.



ITEM # 20

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-80 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 10, 2025**

RESOLUTION NO. 25-80

**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.1598, consisting of 3 pages, and including:

Warrant No.

General: Check No. 608190 through 608247
ACH No. 9152 through 9204

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 10th OF SEPTEMBER 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Kimberly Guillen, Sr. Deputy
City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-80

Page 2 of 2

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

I, Kimberly Guillen, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-80 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 10th day of September 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: _____

Kimberly Guillen, Sr. Deputy
City Clerk

- Exhibit A – Warrant Register



CITY OF MONTBELLO
REGISTER OF DEMANDS NO. 1598
FROM PAYMENT DATE 08/15/2025 - 08/21/2025

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9152	08/21/2025	\$21.18	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
9153	08/21/2025	\$1,441.86	TRAINING	3163	BANK OF AMERICA
9154	08/21/2025	\$929.61	TRAINING	3163	BANK OF AMERICA
9155	08/21/2025	\$36.37	SUPPLIES	3163	BANK OF AMERICA
9156	08/21/2025	\$5,371.69	SUPPLIES	3163	BANK OF AMERICA
9157	08/21/2025	\$349.70	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
9158	08/21/2025	\$35.40	SUPPLIES	3163	BANK OF AMERICA
9159	08/21/2025	\$11.63	SUPPLIES	3163	BANK OF AMERICA
9160	08/21/2025	\$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
9161	08/21/2025	\$1,351.66	FRINGE BENEFITS	58990	VISION SERVICE PLAN
9162	08/21/2025	\$618.98	RETIREMENT	58990	VISION SERVICE PLAN
9163	08/21/2025	\$878.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
9164	08/21/2025	\$380.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
9165	08/21/2025	\$35,798.00	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
9166	08/21/2025	\$7,620.00	CDBG - ADMINISTRATION	38010	ADVANCED AVANT-GARDE CORPORATION
9167	08/21/2025	\$54,045.13	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
9168	08/21/2025	\$2,116.17	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
9169	08/21/2025	\$4,183.25	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
9170	08/21/2025	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
9171	08/21/2025	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
9172	08/21/2025	\$400.00	CONTRACT SERVICES	2365	LETICIA TORRES
9173	08/21/2025	\$48,656.12	CONTRACT SERVICES	3016	ANTARES GOLF LLC
9174	08/21/2025	\$40.00	CARPOOL INCENTIVE	4827	RIJUL BHASKAR
9175	08/21/2025	\$40.00	CARPOOL INCENTIVE	29020	RAFAEL DE LA TORRE
9176	08/21/2025	\$818.88	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
9177	08/21/2025	\$40.00	CARPOOL INCENTIVE	4159	ROBERT FIERRO
9178	08/21/2025	\$36,162.36	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
9179	08/21/2025	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
9180	08/21/2025	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
9181	08/21/2025	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
9182	08/21/2025	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
9183	08/21/2025	\$18,533.18	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
9184	08/21/2025	\$6,094.65	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
9185	08/21/2025	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
9186	08/21/2025	\$40.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
9187	08/21/2025	\$37,674.75	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
9188	08/21/2025	\$4,995.00	TRAINING	16760	LIEBERT CASSIDY WHITMORE
9189	08/21/2025	\$8,410.98	SUPPLIES	26670	LIFE-ASSIST INC
9190	08/21/2025	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
9191	08/21/2025	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ



**CITY OF MONTBELLO
REGISTER OF DEMANDS NO. 1598
FROM PAYMENT DATE 08/15/2025 - 08/21/2025**

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9192	08/21/2025	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
9193	08/21/2025	\$40.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
9194	08/21/2025	\$1,287.81	CONTRACT SERVICES	19250	N/S CORPORATION
9195	08/21/2025	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
9196	08/21/2025	\$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
9197	08/21/2025	\$30.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
9198	08/21/2025	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
9199	08/21/2025	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
9200	08/21/2025	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
9201	08/21/2025	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
9202	08/21/2025	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
9203	08/21/2025	\$5,511.39	SUPPLIES	3088	WAXIE SANITARY SUPPLY
9204	08/21/2025	\$496.13	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
ACH TOTAL		\$287,903.88			
608190	08/21/2025	\$4,007.00	CONTRACT SERVICES	5129	1131 - 1141 SPRUCE ST. L.P.
608191	08/21/2025	\$8,909.33	CONTRACT SERVICES	4686	A.O. REED & CO LLC
608192	08/21/2025	\$40.00	CARPOOL INCENTIVE	5132	NICOLE AGUIRRE
608193	08/21/2025	\$63,069.37	IMPROVEMENTS OTHER THAN BUILDING	4762	ALFARO COMMUNITICATIONS CONSTRUCTION, INC
608194	08/21/2025	\$80.00	GENERAL GOVERNMENT	5130	DOMINIC ANDRADE
608195	08/21/2025	\$302.04	UTILITY SERVICES	39550	AT&T
608196	08/21/2025	\$42.24	UTILITY SERVICES	39550	AT&T
608197	08/21/2025	\$3,195.00	CONTRACT SERVICES	5108	CALIFORNIA ASBESTOS CONSULTANTS
608198	08/21/2025	\$3,460.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
608199	08/21/2025	\$1,346.76	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
608200	08/21/2025	\$4,340.00	SUPPLIES	5128	CATALINA CHANNEL EXPRESS, INC.
608201	08/21/2025	\$2,274.00	CONTRACT SERVICES	4797	CHILL ENTERTAINMENT
608202	08/21/2025	\$1,364.78	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
608203	08/21/2025	\$22,982.40	CONTRACT SERVICES	3568	CIVICPLUS LLC
608204	08/21/2025	\$18,420.31	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
608205	08/21/2025	\$2,175.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
608206	08/21/2025	\$840.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
608207	08/21/2025	\$2,026.00	TRAINING	3392	EL CAMINO COLLEGE
608208	08/21/2025	\$139,177.78	IMPROVEMENTS OTHER THAN BUILDING	4822	ESTATE DESIGN AND CONSTRUCTION INC
608209	08/21/2025	\$519.39	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
608210	08/21/2025	\$810.33	MACHINERY & EQUIPMENTS	5113	FIREMAN'S GRAPHIC'S
608211	08/21/2025	\$4,035.77	UNIFORM EXPENSE	55650	GALLS LLC
608212	08/21/2025	\$40.00	CARPOOL INCENTIVE	4920	NOEL GUZMAN
608213	08/21/2025	\$1,343.67	SUPPLIES	2059	HASA INC
608214	08/21/2025	\$105.00	CONTRACTORS	3688	IPERMIT
608215	08/21/2025	\$2,898.00	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC



**CITY OF MONTBELLO
REGISTER OF DEMANDS NO. 1598
FROM PAYMENT DATE 08/15/2025 - 08/21/2025**

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
608216	08/21/2025	\$440.00	TRAVEL & MEETINGS	4926	MARK JIMENEZ
608217	08/21/2025	\$40.00	CARPOOL INCENTIVE	5041	ZACHARY LOPEZ
608218	08/21/2025	\$149.00	CONTRACT SERVICES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
608219	08/21/2025	\$207.74	UNIFORM EXPENSE	1757	MAKING A DIFFERENCE SHIRTS
608220	08/21/2025	\$760.00	CONTRACT SERVICES	739	MEXICAN AMERICAN OPPORTUNITY FOUNDATION
608221	08/21/2025	\$113.42	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
608222	08/21/2025	\$400.00	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
608223	08/21/2025	\$165,430.00	CONTRACT SERVICES	5093	MILLENNIAL CONTRACTOR LLC
608224	08/21/2025	\$141.06	CONTRACT SERVICES	4760	MONTBELLO LAND & WATER CO
608225	08/21/2025	\$2,993.77	CONTRACT SERVICES	5084	GLORIA PEREZ
608226	08/21/2025	\$29,304.00	CONTRACT SERVICES	3748	PLACER LABS, INC.
608227	08/21/2025	\$218.41	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
608228	08/21/2025	\$40.00	CARPOOL INCENTIVE	5027	JULIO RECINOS
608229	08/21/2025	\$2,344.86	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
608230	08/21/2025	\$975.67	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
608231	08/21/2025	\$474.00	TRAINING	3448	SAVAGE TRAINING GROUP LLC
608232	08/21/2025	\$1,560.00	TRAINING	5112	RICHARD SNYDER DBA FOOTHILL FIRE RISK SOLUTIONS
608233	08/21/2025	\$4,664.19	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608234	08/21/2025	\$253.68	CONTRACT SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608235	08/21/2025	\$638.78	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
608236	08/21/2025	\$10,953.60	CONTRACT SERVICES	4186	STATION AUTOMATION INC
608237	08/21/2025	\$515.25	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
608238	08/21/2025	\$13,705.99	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
608239	08/21/2025	\$40.00	CARPOOL INCENTIVE	4781	TAM TIEU
608240	08/21/2025	\$10,048.24	CONTRACT SERVICES	20070	UC REGENTS
608241	08/21/2025	\$258.00	CONTRACT SERVICES	4934	FRANK VACCARO
608242	08/21/2025	\$269.68	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
608243	08/21/2025	\$339.37	CONTRACT SERVICES	4593	VESTIS GROUP INC
608244	08/21/2025	\$9,938.22	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
608245	08/21/2025	\$1,381.29	SUPPLIES	67320	WINZER
608246	08/21/2025	\$40.00	CARPOOL INCENTIVE	5038	JESSIE WOO
608247	08/21/2025	\$40.00	CARPOOL INCENTIVE	5131	SAUL ZEPEDA
CHECK TOTAL		\$546,482.39			
GRAND TOTAL		\$834,386.27			



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 - September

September 24th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.