CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, JANUARY 14, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL
Georgina Tamayo, Mayor
Danielle Romero, Mayor Pro Tem
Scarlet Peralta, Councilmember
Ric Alonzo, Councilmember
Salvador Melendez, Councilmember

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Angelica Palmeros
Fire Chief	Fernando Pelaez
Police Chief	Luis Lopez
Director of City Clerk Services	Kimberly Guillen
Director of Finance	Michael Solorza
Director of Human Resources	Ramon Figueroa
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	Cesar Roldan
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	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)
   Molinari v. City of Montebello
   Los Angeles Superior Court Case No. 25STCP02304

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. **CITIZEN OF THE MONTH — DR. LISA IBAÑEZ**
3. **PROCLAMATION FOR HUMAN TRAFFICKING AWARENESS MONTH**
4. **CEREMONIAL CHECK PRESENTATIONS TO VARIOUS ORGANIZATIONS**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)
At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

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

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

and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

5. REVIEW OF CURRENT CITY COUNCIL ASSIGNMENTS TO VARIOUS BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES

RECOMMENDATION: It is recommended that the City Council:

1. Review and take action to fill City Council assignments to various Boards, Agencies, Ad Hoc Committees and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation District No's. 2 and 15 of Los Angeles County, and Mayor Pro Tempore as the alternate representative; and
4. Appoint or reappoint a representative to the Greater Los Angeles County Vector Control District; and
5. Take such additional, related action that may be desirable.

6. ADOPT RESOLUTION NO. 26-04 APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 860 TRUCK WAY (APN 6350-021-027)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-04 approving the purchase of real property located at 860 Truck Way, Montebello, California 90640, for a total not-to-exceed amount of $2,200,000; and
2. Approve the Purchase and Sale Agreement and authorize staff to continue negotiating the final form as long as no change to purchase price or description of property being purchased, which final agreement shall be approved as to form by the City Attorney's office; and
3. Authorize the City Manager to execute the Purchase and Sale Agreement with Walter B. Baker and Marla Baker, and any related documents reasonably necessary to complete the purchase in accordance with the final agreement; and
4. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $2,200,000 in Account No. 600-90-900-7060 (Transit Fund, Transit Administration, Acquisition); and
5. Take such additional, related action that may be desirable.

7. ACCEPTANCE OF THE FIRE STATION 56 REMODELING PROJECT (CDBG) (CP 923) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Fire Station 56 Remodeling Project (CDBG) (CP 923) by Certified Roofing Applicators, Inc.; and
2. Approve the final contract amount with Certified Roofing Applicators, Inc., in the amount of $779,070 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of $38,954 due to Certified Roofing Applicators, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

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.

8. ADOPT RESOLUTION NO. 26-01 DESIGNATING AUTHORIZED AGENTS FOR THE CITY OF MONTEBELLO FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) PUBLIC ASSISTANCE GRANT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-01 Designating Authorized Agents for the City of Montebello for the California Governor's Office of Emergency Services (Cal OES) Public Assistance Grant; and
2. Take such additional, related action that may be desirable.

9. AWARD PROFESSIONAL SERVICES AGREEMENT NOS. 4439 AND 4440 WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL COMPANIES) FOR TRANSACTION AND USE TAX AND SALES TAX AUDIT AND INFORMATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4440 with Hinderliter de Llamas and Associates (HdL Companies) for Transaction and Use Tax Audit and Information Services related to Measure H; and
2. Award Professional Services Agreement No. 4439 with Hinderliter de Llamas and Associates (HdL Companies) for Sales Tax Audit and Information Services (Bradley Burns Sales Tax); and
3. Authorize the City Manager to execute the agreement; and
4. Take such additional, related action that may be desirable.

10. APPROVE PURCHASE OF ONE (1) ZERO-EMISSIONS VEHICLE FOR THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT UTILIZING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve purchase of one (1) vehicle for the Planning and Community Development Department using AQMD funds; and,
2. Approve purchase of this vehicle utilizing the exemption in Montebello Municipal Code Section 3.20.050(D) since the acquisition of this vehicle would be impractical and uneconomic to procure through the standard bidding process to maintain the public safety for the proper operation of the City's Parking Enforcement Division; and
3. Authorize the City Manager to execute all necessary documents related to the vehicle purchase; and,
4. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $63,000 in Account No. 245-99-6082 (Air Quality Management District, Vehicle Purchases); and
5. Declare the vehicles to be replaced as surplus and authorize the City Manager to dispose of them as per the City's Municipal Code and related administrative policies; and,
6. Take such additional, related action that may be desirable.

11. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2486 AMENDING MONTEBELLO MUNICIPAL CODE CHAPTER 5.08, TITLE 5 DEALING WITH BUSINESS LICENSES AND REGULATIONS TO LIFT THE TEMPORARY MORATORIUM ENACTED ON MARCH 24, 2021

RECOMMENDATION: It is recommended that the City Council:

1. Waive the Second Reading and Adopt Ordinance No. 2486 Amending Sections 5.08.010, 5.08.020, 5.08.030, 5.08.050 and 5.08.060 of Chapter 5.08, Title 5 (Business Licenses and Regulations) of the Montebello Municipal Code; and,
2. Take such additional, related action that may be desirable.

12. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4001 WITH ALLTECH INDUSTRIES INC. FOR THE PROVISION OF CROSSING GUARD SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4001 with Alltech Industries, Inc. for the provision of Crossing Guard Services; and
2. Authorize the City Manager to execute the Amendment to the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4215 WITH MCA CONSULTANTS FOR SOLID WASTE MANAGEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4215 between the City of Montebello and MCA Consultants to increase contract compensation by $30,000; 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.

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4193 WITH PACIFIC COAST ELEVATOR CORPORATION (AMTECH ELEVATOR SERVICES) FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4193 between the City of Montebello and Pacific Coast Elevator Corporation, DBA Amtech Elevator Services, to increase compensation for contract year 2025 – 2026 by $30,000; and
2. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by $30,000 in Account 100-30-510-6040.60 (General Fund, Public Works, Building Maintenance, Contract Services-Building Maintenance/Repairs); and
3. Authorize the City Manager to execute the Amendment on behalf of the City; and
4. Take such additional, related action that may be desirable.

15. AWARD AGREEMENT NO. 4448 TO MONARKA DEVELOPMENT CORPORATION, DBA EXPRESS SIGN & NEON, FOR THE LED SIGN CITY HALL PROJECT (CP 933)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4448 to Monarka Development Corporation for LED Sign City Hall Project (CP 933) as the most responsive, responsible bidder for the amount of $92,860; and
2. Approve a construction contingency of $7,140 should any necessary change orders be required; and
3. Authorize the City Clerk's Office to release all other bidders' bonds; and
4. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith; and
5. Take such additional, related action that may be desirable.

16. AWARD AGREEMENT NO. 4449 TO CARTER ENTERPRISE GROUP, INC. (DBA PAVEMENT REHAB COMPANY) FOR THE CITYWIDE AMERICANS WITH DISABILITIES ACT (ADA) ENHANCEMENTS (CP 939)

RECOMMENDATION: It is recommended that the City Council:

1. Award Construction Contract Agreement to Pavement Rehab Company for the Citywide ADA Enhancements Project (CP 939) as the most responsive, responsible bidder for the amount of $1,234,000; and
2. Approve a fifteen percent (15%) construction contingency in the amount of $185,100; and
3. Authorize the City Clerk's Office to release all other bidders' bonds; and
4. Authorize the City Manager to execute the construction agreement and all change orders in good faith; and
5. Take such additional, related action that may be desirable.

17. ADOPT SPECIFICATIONS FOR CONSTRUCTION OF FISCAL YEAR 2025-26 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 944) 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 specifications for Fiscal Year 2025-26 SB 1 Rubberized Asphalt Street Enhancement Project (CP 944); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

18. ADOPT RESOLUTION NO. 26-03 APPROVING A PROPOSITION A LOCAL RETURN FUND EXCHANGE AGREEMENT WITH THE CITY OF PICO RIVERA

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-03 approving a Proposition A Local Return Fund Exchange Agreement with the City of Pico Rivera to exchange $3,000,000 (Fiscal Year 2023-24 – $1,200,000 and FY 2024-25 – $1,800,000) of Pico Rivera's Proposition A Local Return funding for $2,250,000 from the City of Montebello's Transit Enterprise Fund; and
2. Authorize the City Manager and/or his designee to execute the Fund Exchange Agreement on the City's behalf; and
3. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $2,250,000 in Account No. 600-90-900-7051 (Transit, Administration, Prop A Exchange) for the City's portion (expense) of the fund exchange; and
4. Amend the Fiscal Year 2025-26 adopted budget to increase revenues by $3,000,000 in Account No. 600-99-4098 (Transit, Transit Miscellaneous Revenue) for Pico Rivera's portion (revenue) of the fund exchange; and
5. Take such additional, related action that may be desirable.

19. APPROVE AGREEMENT NO. 4430 WITH GEO-COMM INC. FOR MAPPING AND GIS SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4430 with Geo-Comm for mapping services; and,
2. Authorize the City Manager to execute the agreement; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $50,000 in Account Nos. 265-80-834-6010.40 (Grants, Police COPS Technology Equipment Program, Machinery and Equipment-Computer Software [Expenditures]) and 265-99-4198.25 (Grants, Non-Departmental Misc.Grants-COPS Technology Equipment Program [Revenue]; and
4. Take such additional related action that may be desirable.

20. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2485, AMENDING CHAPTER 8.32 OF THE MONTEBELLO MUNICIPAL CODE TO EXPAND THE PROHIBITION OF SMOKING TO INCLUDE PLACES OF EMPLOYMENT, PUBLIC SPACES AND OUTDOOR AREAS

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and adopt Ordinance No. 2485, amending Chapter 8.32, entitled *Smoking*, of the Montebello Municipal Code ("MMC"), to expand the prohibition of smoking to include places of employment, public spaces and outdoor areas, in order to protect public health and the environment; and
2. Determine and Find that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, considering that it can be seen with certainty that there is no possibility that amending chapter 8.32 of the MMC will have a significant effect on the environment; and
3. Take such additional, related, action that may be desirable.

21. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-02 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 14, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-02 approving the Warrant Register dated January 14, 2026.

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, Mayor Pro Tem**

- **Scarlet Peralta, Councilmember**

  1. Partnership with Baby2Baby
  Requesting Council consensus to establish a partnership between the City of Montebello and Baby2Baby to support and promote equitable access to diapers, infant formula, and other essential necessities for families in our community.

  2. Programming for Young Adults
  Requesting Council consensus to include and expand programming and activities specifically designed to engage and support young adults within our community.

- **Salvador Melendez, Councilmember**

- **Ric Alonzo, Councilmember**

- **Georgina Tamayo, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on January 28, 2026, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, January 11, 2026, no later than 6:00 p.m.**

Kimberly Guillen, Director of City Clerk Services

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 # 5

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Director of City Clerk Services

SUBJECT: **REVIEW OF CURRENT CITY COUNCIL ASSIGNMENTS TO VARIOUS BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Review and take action to fill City Council assignments to various Boards, Agencies, Ad Hoc Committees and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation District No's. 2 and 15 of Los Angeles County, and Mayor Pro Tempore as the alternate representative; and
4. Appoint or reappoint a representative to the Greater Los Angeles County Vector Control District; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with these assignments.

BACKGROUND/DISCUSSION:

Annually, following the City Council reorganization meeting, the City Council reviews assigning Councilmembers to represent the City on various Boards, Agencies, Ad Hoc, and Task Force Committees. The City Council will review the current assignments, attached herein as Attachments A and B, to either confirm or make recommendations as

desired. The City Council may recommend dissolving an Ad Hoc once the committee has fulfilled its intended purpose.

At the December 9, 2025, City Council Meeting, in accordance with Montebello Municipal Code Section 2.08.010 (Council Reorganization), the City Council reorganized by selecting one of its members as Mayor and Mayor Pro Tempore.

As a result of the selection of a new Mayor and Mayor Pro Tempore, the City must also designate representatives to the Los Angeles County-City Selection Committee (City Selection Committee) and the Los Angeles County Sanitation District No's. 2 and 15 (Sanitation District). Those agencies require that the Mayor be designated the representative and the Mayor Pro Tempore must be the alternate representative.

The City of Montebello is a member of the Greater Los Angeles County Vector Control District, which requires each member city to appoint a representative to serve on the District's Board of Trustees. The current term for the City's appointed representative is set to expire in January 2026. In accordance with the California Health and Safety Code, the City Council must appoint or reappoint a representative to serve a two or four-year term commencing January 2026. The appointed representative serves as the City's voting member on the District's Board of Trustees and is expected to attend regular board meetings and represent the City's interests and those of its residents.

The current appointed representative has expressed interest in reappointment; however, the appointment remains at the discretion of the City Council.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council review the list of assignments to the various Boards, Agencies, Ad Hoc, and Task Force Committees and either confirm or make any recommendations as desired; and designate a representative for the Los Angeles County Vector Control District. The attached lists (Attachments A and B) show the current City Council appointments and are presented for the City Council’s review.

ATTACHMENT(S)

1. Attachment A - CC Assignments to Regional Boards - 2024
2. Attachment B - City Ad Hoc and Task Force Assignments 2024
3. Attachment C - Reappointment - Greater Los Angeles County Vector Control District Trustee_Redacted

2024

City Council Regional Board Assignments

ORGANIZATION	COUNCIL REPRESENTATIVE	ALTERNATE REPRESENTATIVE	STIPEND	MEETING INFORMATION	LOCATION	CONTACT	EMAIL/PHONE
County of Los Angeles Sanitation Districts	**Peralta***	**Melendez**	$125.00	Meets 2nd and 4th Wednesday 1:30 p.m.; ***Delegate must be Mayor; anyone can be alternate.**	Sanitation Districts of Los Angeles County 1955 Workman Mill Road, Whittier, CA 90601	Kim Christensen	562-908-4288 ext. 1101; kchristensen@lacsd.org
Los Angeles County City Selection Committee	**Peralta***	**Melendez***	$0	Meets 2-4 times a year as needed; ***Delegate must be Mayor, and Alternate must be MPT.**	Various locations in Los Angeles County	Lee Millen	cityselection@bos.lacounty.gov
San Gabriel Valley Council of Governments (SGVCOG)	**Torres (Effective 04/10/24)**	**Tamayo (Effective 04/10/24)**	$75.00	Every 3rd Thursday of the month at 4pm, with a few exceptions of Special Meetings	**Upper San Gabriel Valley Municipal Water District** **1333 S. Mayflower Ave., Ste. 360 Monrovia, CA 91016 (in person)**	Katie Ward / Stefanie Hernandez	kward@sgvcog.org ; shernandez@sgvcog.org; Office 626-457-1800
Capital Projects Committee - Alameda Corridor East Authority (ACE)	**Torres**	**Peralta (Effective 04/10/24)**	$0	Meets every 1st Monday 11:00 a.m.	SGVCOG 1333 S. Mayflower Avenue,Suite 360, Monrovia 91016	Yanin Rivera/ Kevin Lai	(626) 457-1800; yrivera@sgvcog.org; klai@sgvcog.org
Gateway Cities Council of Governments	**Tamayo**	**Peralta (Effective 04/10/24)**	$125.00	Meet 1st Wednesday of the month 6:00 p.m.	Gateway Cities Office 16401 Paramount Blvd, Paramount, CA	Genny Cisneros	gcisneros@gatewaycog.org / (562) 663-6850
Independent Cities Association	**Melendez (Effective 04/10/24)**	**Tamayo (Effective 04/10/24)**	$0	Meets 2nd Thursday of the month 7:00 p.m.	Location varies each month	-	ica@icacities.org
Montebello Chamber of Commerce	**Tamayo**	**Torres**	$0	**4th Wednesday of the month at 8 a.m.**	Montebello Chamber of Commerce 817 West Whittier Blvd. Montebello, CA 90640	Adriana Dugan	adriana@montebellochamber.org
League of California Cities	**Torres**	**Peralta**	$0	Meets four times a year, 4th Thursday of the month; 6-8 p.m. Schedule found at www.lacities.org	Location Varies	Kristine Guerrero, League Staff; Jennifer Quan,	kguerrero@cacities.org; 626-716-0076; jquan@cacities.org (626) 786-5142
Los Angeles County Vector Control District (LACVCD)	**Avik Cordeiro (Resident Reappointed 11/10/2021-11/2025 for a period of 4 yrs.)**	-	$100.00	Meets 2nd Thursday of the month 7:00 p.m.	L.A. County Vector Control District Headquarters 12545 Florence Avenue Santa Fe Springs, CA 90670	Truc Dever	info@glacvcd.org
Southeast Area Animal Control (SEAACA)	**Peralta**	**Tamayo (Effective 04/10/24)**	$225.00	Meet 3rd Thursday 2:00 p.m.	Seaaca Office 9777 Seaaca Street Downey, CA 90241	Cathy Kyle, Manager, HR/Finance	administration@seaaca.org / (562) 803-3301 Ext. 221
Southern California Association of Governments (SCAG)	**Peralta**	**Melendez**	**$0 - unless Regional Councilmember (CM) or Policy CM**	General Assembly Business meeting meets once a year in May (May 2-3, 2024 in Palm Dessert)	SCAG Main Office Wilshire Grand Center 900 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90017	Maggie Aguilar/Cecilia Pulido	Maggie Aguilar, Clerk of the Board, (213) 630-1420, aguilarm@scag.ca.gov Cecilia Pulido, Deputy Clerk of the Board, (213) 630-1480, cpulido@scag.ca.gov

2024

Ad Hoc and Task Force Assignments

Name of Committee/Task Force	Members	Name #1	Name #2	Date of Appointment
Ashiya Sister City Association	1	Peralta		1/10/2024
Stepanakert Sister City Association	1	Melendez		1/10/2024
Innovating Commerce Serving Communities Ad-Hoc"	2	Peralta	Melendez	1/10/2024
** Joint School District Ad Hoc*	*2*	*Torres*	*Tamayo*	***Pending Approval from MUSD***
Washington Goldline Coalition	2	Torres		1/10/2024
Adventist White Memorial Ad Hoc	2	Melendez	Torres	1/10/2024

From: Avik Cordeiro
To: Guillen, Kimberly
Cc: Nevarez, Samantha; City Clerk
Subject: Re: [External Email] Reappointment - Greater Los Angeles County Vector Control District Trustee
Date: Thursday, December 4, 2025 3:17:33 PM

External Sender - From: (Avik Cordeiro [redacted]
This message came from outside your organization.

Kimberly,
I would greatly appreciate it if you could forward the following to City Council for their consideration on my reappointment:

Dear Mr. Mayor and City Council,
I am proud of my accomplishments since I began my time as a Trustee representing the City of Montebello with The District at 27 years old decade ago. In my terms representing this beautiful city, I have traveled to Sacramento to advocate for important programs and legislation to support public health.

I served on the "Bug Bus" oversight committee which shepherds our rebranded Mobile Vector Education RV. I have been an enthusiastic supporter of The District's Sterile Insect Technique which runs at the bleeding edge of mosquito control and offers us a future with fewer bites! This year, I joined The District's Facility Expansion Ad Hoc Committee which oversees a new property The District purchased in Pacoima to expand our ability to serve The District's growing communities. This blank slate will be an amazing base for operations all across the north of The District.

Recently, I chaired the Education & Publicity Committee and Staff meeting to work on a long needed rebrand to clarify that the Greater Los Angeles County Vector Control District is not, in fact, a part of any County. Whether it's stalking the halls of power to bend ears and call for votes or working on making The District the best it can be for residents, workers and guests to our cities, I am committed to supporting the cause of Vector Control so that we the people have a defense against diseases such as Malaria, which was native to Southern California… Before GLACVCD. In the words of our General Manager, "There is a lot of knowledge that accumulates over the years" and I'm here to tell you that a decade is a good start!

In my upcoming term, should Council be generous enough to grant me four more years of Public Service, I intend to run for office on the Board of Trustees. This is a commitment of three years that is long overdue. The vector trends across California are not encouraging. So far in 2025, 102 cases of Human West Nile Virus, 6 locally acquired cases of Dengue, and under the specter of other diseases such as St. Louis Encephalitis Virus - among others.

Yours in Service,

Avik L. Cordeiro
[redacted]

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

ITEM # 6

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. 26-04 APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 860 TRUCK WAY (APN 6350-021-027)**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-04 approving the purchase of real property located at 860 Truck Way, Montebello, California 90640, for a total not-to-exceed amount of $2,200,000; and
2. Approve the Purchase and Sale Agreement and authorize staff to continue negotiating the final form as long as no change to purchase price or description of property being purchased, which final agreement shall be approved as to form by the City Attorney's office; and
3. Authorize the City Manager to execute the Purchase and Sale Agreement with Walter B. Baker and Marla Baker, and any related documents reasonably necessary to complete the purchase in accordance with the final agreement; and
4. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $2,200,000 in Account No. 600-90-900-7060 (Transit Fund, Transit Administration, Acquisition); and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello has tentatively agreed to enter into a Purchase and Sale Agreement with Walter and Marla Baker for the purchase of real property located at 860 Truck Way, Montebello, California 90640. This purchase will be funded by utilizing Transit Fund appropriations (Account No. 600-90-900-7060 [Transit Fund, Transit

Administration, Acquisition]). An amendment to the Fiscal Year 2025-26 adopted budget will be required to increase appropriations in the amount of $2,200,000 for the aforesaid account, to accommodate the land acquisition purchase price.

BACKGROUND/DISCUSSION:

On February 28, 2024, the City Council awarded Agreement No. 4183 to New Flyer of America, Inc. for the purchase of three (3) Fuel Cell Electric Buses (FCEBs). The buses were delivered during the week of December 22, 2025, and are currently undergoing inspection, testing, and final preparation activities prior to being placed into revenue service. To support the operation of the newly acquired FCEBs, Montebello Bus Lines (MBL) has adopted a phased hydrogen fueling strategy designed to meet both short-term operational requirements and long-term infrastructure needs. In the short-term, a temporary hydrogen fueling station will provide fueling capacity while a permanent station is planned, designed, and constructed. The temporary station will have the capacity to fuel up to six (6) FCEBs, enabling MBL to adequately support the initial deployment of the zero-emission fleet and provide operational flexibility during the transition period.

An evaluation was conducted of MBL's existing premises to identify potential locations that would accommodate long-term infrastructure for a permanent hydrogen fueling station. This evaluation included consideration of site size, safety setbacks, circulation, operational efficiency, and regulatory compliance. Based on this analysis, staff determined that the available existing on-site space was insufficient to safely and efficiently construct and operate a permanent hydrogen fueling station without adversely impacting ongoing transit operations.

Consequently, MBL identified an alternative property, located at 860 Truck Way, suitable to develop a permanent hydrogen fueling station. The site offers adequate space to accommodate required infrastructure, safety buffers, and future expansion while minimizing operational conflicts. Acquiring this property will allow the City to maintain long-term site control, proceed with environmental review and design, and construct the necessary infrastructure to support the continued transition to a zero-emission fleet.

The real property consists of approximately 22,176 square feet of land, identified as Los Angeles County Assessor's Parcel Number 6350-021-027. Currently, the property is developed with a small freestanding dock high building, two (2) dock-high positions, fully gated and paved secure yard, and utility infrastructure. However, the structure was burned in a fire in 2024 and requires demolition. The property is accessed from Truck Way and is located within an area characterized by industrial, transportation-related, and commercial land uses, providing functional compatibility with transit-support and infrastructure-oriented operations.

The property's size, configuration, access, and surrounding land uses provide sufficient area and operational flexibility to support the development and construction of hydrogen fueling infrastructure, subject to applicable zoning regulations, discretionary approvals, and environmental review. Staff recommend that the City Council consider approving the purchase of real property located at 860 Truck Way since it is a suitable location for future transportation-support infrastructure; including a permanent hydrogen fueling station, its

proximity to existing transit operations, and compatibility with surrounding uses.

ENVIRONMENTAL:

The adoption of the proposed Resolution is not subject to the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Section 15060(c)(2), an activity is not subject to CEQA review where it will not result in a direct or reasonably foreseeable indirect physical change to the environment. In addition, the proposed action is exempt under CEQA Guidelines Section 15061(b)(3), which provides that a project is exempt from CEQA where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

Currently, the proposed action consists solely of the acquisition of real property and does not involve construction or any physical changes to the environment. The City's acquisition of the property will not result in a direct or reasonably foreseeable indirect physical change to the environment. Any future development or modifications to the property, including the construction of a hydrogen fueling station, will be subject to separate environmental review and full CEQA compliance at the time specific project plans are brought forward for approval.

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council consider adopting Resolution No. 26-04 approving the purchase of real property located at 860 Truck Way, Montebello, California 90640, for a total not-to-exceed amount of $2,200,000 (Attachment A); approve the Purchase and Sale Agreement (Attachment B) and authorize staff to continue negotiating the final form as long as no change to purchase price or description of property being purchased, which final agreement shall be approved as to form by the City Attorney's office; authorize the City Manager to execute the Purchase and Sale Agreement with Walter B. Baker and Marla Baker, and any related documents reasonably necessary to complete the purchase in accordance with the final agreement; amend the FY 2025-26 adopted budget to increase appropriations by $2,200,000 in Account No. 600-90-900-7060 (Transit Fund, Transit Administration, Acquisition); and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-04
2. Attachment B – Purchase and Sale Agreement
3. Attachment C – Property Profile Report

ATTACHMENT A

RESOLUTION NO. 26-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING: THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 860 TRUCK WAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT ON BEHALF OF THE CITY

RECITALS

WHEREAS, the City of Montebello (the "City") intends to acquire certain real property owned by Walter B Baker and Marla Baker ("Seller"), at 860 Truck Way in the City of Montebello, California (Los Angeles County Assessor's Parcel Number ["APN"] 6350-021-027); and

WHEREAS, the Seller desires to transfer ownership of a 22,176 square foot lot ("Property") to the City by and through a negotiated Purchase and Sale Agreement; and

WHEREAS, the negotiated purchase price for the Property is $2,200,000; and

WHEREAS, acquisition of the Property is consistent with the City's municipal purposes and will support current and/or future City operations, public infrastructure, or community-serving uses; and

WHEREAS, sufficient funds are available or will be appropriated in the City's adopted budget to complete the purchase of the Property; and

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

SECTION 1: The City Council hereby finds that the above recitals are true and correct and incorporate them herein as part of the findings.

SECTION 2: Based upon all information presented to the City Council during its consideration of this matter, the City Council hereby approves and authorizes the City's purchase of the real property located at 860 Truck Way in the City of Montebello, California (the "Property") for $2,200,000.

SECTION 3: The City Council hereby approves the Purchase and Sale Agreement and authorizes staff to negotiate and finalize the Purchase and Sale Agreement, provided there is no change to the purchase price or the description of the property being acquired with the final agreement subject to approval as to form by the City Attorney.

SECTION 4: The City Council further authorizes the City Manager to execute the Purchase and Sale Agreement between the City of Montebello and Walter B Baker and Marla Baker, and any related documents reasonably necessary to complete the purchase

in accordance with the final Agreement and accept title to the Property on behalf of the City.

SECTION 5. This Resolution shall become effective immediately upon its adoption by the City Council and the City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-04 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of January 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

AIRCRE contracts

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Vacant Land)

Dated: December 11, 2025

1. Buyer.

1.1 City of Montebello, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close ~~30 or~~ 14 days after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by Commerce Escrow Company c/o Tina DeBow ("**Escrow Holder**") whose address is 1055 Wilshire Blvd, Suite 1000, Los Angeles, California 90017, Phone No. _____, Facsimile No. _____ upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) an 22,176 square foot parcel of land *(The information supplied herein is deemed to be reliable, however, it is provided without any representations, warranty or guarantee, expressed or implied. Buyer to verify all and to conduct independent investigation and verification of all material information, including, but not limited to building/land square foot, environmental, survey, and zoning. Consult your attorney, accountant, or other professional advisor) is located in the County of Los Angeles, is commonly known as (street address, city, state, zip) 860 Truck Way, Montebello, California 90640 and is legally described as: To be determined in Escrow (APN: 6350-021-027.)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Old Republic Title c/o Debi Kroman ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: nothing else (collectively, the "**Improvements**").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and nothing else all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be ☑ $2,220,000.00, or ☐ (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) _____ per unit. The unit used to determine the Purchase Price shall be: ☐ lot ☐ acre ☐ square foot ☐ other _____ prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: _____. The Purchase Price shall be payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):
$2,220,000.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~
_____

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("**Existing Deed(s) of Trust**") securing the existing promissory note(s) ("**Existing Note(s)**"):~~
~~(i) An Existing Note ("**First Note**") with an unpaid principal balance as of the Closing of approximately:~~
_____

~~Said First Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~
~~(ii) An Existing Note ("**Second Note**") with an unpaid principal balance as of the Closing of approximately:~~
_____

~~Said Second Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~
~~(d) Buyer shall give Seller a deed of trust ("**Purchase Money Deed of Trust**") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("**Purchase Money Note**") in the amount of:~~
$2,220,000.00

~~3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.~~

4. Deposits.

4.1 ☐ ~~Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or~~ ☑ within 2 ~~or _____~~ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $66,600.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

~~4.2 Additional deposits:~~
~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

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(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is To be determined in Escrow . NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. *(Strike if not applicable)*

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms acceptable to Buyer. Such loan ("**New Loan**") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing. (Purchase Money Note). *(Strike if not applicable)*

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) *Prepayment*. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) *Late Charge*. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) *Due On Sale*. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Lee & Associates Los Angeles, Inc. License No. 02174865 is the broker of (check one): ☐ the Seller; or ☑ both the Buyer and Seller (dual agent).

Seller's Agent Tony Naples & Mattison Behr License No. 01811344/ 02091054 is (check one): ☐ the Seller's Agent (salesperson or broker associate); or ☑ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm Lee & Associates Los Angeles, Inc. License No. 02174865 is the broker of (check one): ☐ the Buyer; or ☑ both the Buyer and Seller (dual agent).

Buyer's Agent Tony Naples & Mattison Behr License No. 01811344/ 02091054 is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☑ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

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8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS**. If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's Mandatory Disclosure Statement**") ~~and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**")~~ concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within ~~10 or~~ 5 days following the Opening of Escrow ~~Date of Agreement~~. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

~~(b) *Physical Inspection*. Buyer has 10 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.~~

(c) *Hazardous Substance Conditions Report*. Buyer has until January 16, 2026, ~~30 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has until January 16, 2026, ~~30 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. ~~Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.~~

~~(e) *Governmental Approvals*. Buyer has 30 or _____ days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.~~

~~NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.~~

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 ~~or~~ _____ days following the opening of Escrow ~~Date of Agreement~~. Buyer has 10 days from the opening of Escrow ~~receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

~~(g) *Survey*. Buyer has 30 or _____ days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.~~

~~(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.~~

~~(i) *Owner's Association*. Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.~~

(j) *Other Agreements*. Seller shall within 10 ~~or~~ _____ days following the opening of Escrow ~~Date of Agreement~~ provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

~~(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the~~

~~receipt of such documents to satisfy itself with regard to the form and content thereof.~~

~~(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.~~

~~(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.~~

~~(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.~~

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a ''nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to

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cover the Property.

11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

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19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Montebello on the date of December 18, 2025, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $66,600.00 . UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

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23. Miscellaneous.

23.1 **Binding Effect**. Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law**. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence**. Time is of the essence of this Agreement.

23.4 **Counterparts**. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict**. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.

23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days**. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent*. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose

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all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent*. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures*. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information*. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 26.1 through 26.8 . (If there are no additional provisions write "NONE".)

26.1 The following documents are attached hereto and shall become a part of this Agreement:
Addendum
Seller's Mandatory Disclosure Statement
Lee & Associates Disclosure for Purchase and Sale Agreement
Disclosure Regarding Real Estate Agency Relationship

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:
1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: 2025-Dec-11 | 09:54 PST

BROKER

Lee & Associates Los Angeles, Inc.

Attn: Tony Naples & Mattison Behr
Title: Senior Vice President/ Associate

Address: 1201 North Main Street, Los Angeles, California 90012
Phone: 323.922.5143/ 323.922.5176
Fax: _____
Email: tnaples@lee-associates.com
Email: mbehr@lee-associates.com
Federal ID No.: _____
Broker DRE License #: 02174865
Agent DRE License #: 01811344/ 02091054

Initial: RA
INITIALS

BUYER

City of Montebello

Signed by: Raul Alvarez
By: _____
B5F204915DC44A2...
Name Printed: Raul Alvarez
Title: City Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

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Address: _____
Federal ID No.: To be determined in Escrow

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 4 % of the Purchase Price. ~~to be divided between the Brokers as follows: Seller's Broker _____% and Buyer's Broker _____%.~~ This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: 2025-Dec-11 | 11:45 PST 2025-Dec-11 | 12:44 PST

BROKER

Lee & Associates Los Angeles, Inc.

Attn: Tony Naples & Mattison Behr
Title: Senior Vice President/ Associate

Address: 1201 North Main Street, Los Angeles, California 90012
Phone: 323.922.5143/ 323.922.5176
Fax: _____
Email: tnaples@lee-associates.com
Email: mbehr@lee-associates.com
Federal ID No.: _____
Broker DRE License #: 02174865
Agent's DRE License #: 01811344/ 02091054

SELLER

Walter B. Baker and Marla R. Baker

Signed by:
By: Walter B. Baker
533A133899B24CD...
Name Printed: Walter B. Baker
Title: Owner
Phone: _____
Fax: _____
Email: realwallybaker@gmail.com

Signed by:
By: Marla R. Baker
0DE1C68779DE421...
Name Printed: Marla R. Baker
Title: Owner
Phone: _____
Fax: _____
Email: party4less@yahoo.com

Address: _____
Federal ID No.: _____

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ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

Date: December 11, 2025
By and Between
Buyer: City of Montebello
Seller: Walter B. Baker and Marla R. Baker
Property Address: 860 Truck Way, Montebello, California 90640
(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

26.2 Contingency Period: Buyer shall have until January 16, 2026, to review and approve the Phase 1 Environmental and Title Reports.

26.3 Transfer of Funds: Brokers will not be involved in emails or other processes of transferring funds by either Buyer, Seller or Escrow Holder. Escrow Holder is instructed not to include Broker in any emails or other processes of transferring funds of Buyer or Seller. These are functions which will be handled directly between the Escrow Holder and Buyer or Seller.

26.4 Seller and Buyer both agree to cooperate with one another's respective 1031 Exchanges without any additional cost of liability to one another and without a delay in the Close of Escrow.

26.5 Phase 1 Environmental Report: Seller shall pay for a Phase 1 Environmental Report and shall deliver to Buyer on or before January 9, 2026.

26.6 Seller to verify all tax implications of the sale with the accountant or attorney of their choice.

26.7 Demolition Responsibility: Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to perform any demolition, removal, stabilization, cleanup, repair, or remediation of any portion of the existing improvements, including without limitation the remaining fire-damaged walls or any associated debris. Buyer acknowledges and agrees that all demolition and removal of the existing improvements, together with all costs, liabilities, and compliance obligations associated therewith (including any hazardous-materials issues encountered during demolition), shall be the sole responsibility of Buyer after Closing. Seller shall not be required to deliver the Property in any condition other than its "as-is" condition as of the Effective Date, and Buyer shall not rely on any assumption that Seller will perform any demolition or site-preparation work. Buyer further acknowledges that the remaining improvements are structurally compromised as a result of the prior fire, and Buyer accepts full responsibility for all risks associated with entering, demolishing, or removing such improvements after Closing.

26.8 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN AS SET FORTH IN THIS AGREEMENT), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY,(B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY,(E)THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY,(G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THATANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ANY REPRESENTATIONS OF SELLER ARE LIMITED TO THE ACTUAL KNOWLEDGE OF WITHOUT ANY DUTY OF INVESTIGATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS OTHER THAN AS SET FORTH IN THIS AGREEMENT, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THERE OF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

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SELLER'S MANDATORY DISCLOSURE STATEMENT

(DO NOT USE IN SALE OF RESIDENTIAL PROPERTIES WITH 1-4 UNITS)

This Seller's Mandatory Disclosure Statement ("**Disclosure**") is made pursuant to the requirements of and shall be a part of the ☑ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) thereof) or ☐ _____ (the "**Purchase Agreement**") dated for reference purposes as of December 11, 2025, regarding that certain real property commonly known as (street address, city, state, zip): 860 Truck Way, Montebello, California 90640 ("**Property**") wherein Walter B. Baker and Marla R. Baker is the Seller and City of Montebello is the Buyer. Note: This Disclosure does not replace the Property Information Sheet published by AIR CRE ("**AIR**") and, unless not required by the Purchase Agreement, Seller should also provide Buyer the Property Information Sheet.

1. NATURAL HAZARDS DISCLOSURES. To make the disclosures required by California Government Code Section 8589.3 (a special flood hazard area), California Government Code Section 8589.4 (dam failure inundation area), California Government Code Sections 51178 or 51179, and 51182 (very high fire hazard severity zone), California Public Resources Code Sections 4125, 4142 and 4291 (wildlands fire area), California Public Resources Code Section 2622 (earthquake fault zone), and California Public Resources Code Section 2696 (seismic hazard zone) ("**Natural Hazards Disclosures**"), Seller provides Buyer a natural hazards report ("**Natural Hazards Report**") prepared by:

☑ ***myNHD Inc., 800-814-2922,*** https://www.myNHD.com , or ☐ _____ , _____ , and the Natural Hazards Report is attached.

2. EARTHQUAKE SAFETY. If the improvements on the Property were constructed prior to 1975 and include structures with either (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs, or (ii) unreinforced masonry walls, then California Business & Professions Code §10147; Government Code §§8875.6, 8875.9, 8893.2, and 8893.3; and California Civil Code §2079.9 require Seller to provide Buyer a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "**Booklet**") published by the California Seismic Safety Commission, available through the following link: https://ssc.ca.gov/forms_pubs/cog. ☐ Seller is not required to provide the Booklet to Buyer. ☐ Seller is required to provide the Booklet to Buyer, which Booklet Seller is hereby providing to Buyer.

3. FLOOD DISASTER INSURANCE. If Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, i.e., 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to obtain and maintain such insurance on the Property and that if such insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of Seller's knowledge, Federal flood disaster assistance ☐ has or ☒ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

4. WATER HEATER BRACING. The Property ☐ does or ☒ does not contain one or more water heaters of 120 gallons or less. If the Property does contain one or more water heaters of 120 gallons or less, then as required by California Health and Safety Code §19211, Seller hereby certifies to Buyer that all such water heaters ☒ have or ☐ have not been braced, strapped and/or anchored in accordance with law.

5. TITLE INSURANCE. If the Purchase Agreement does not provide that Buyer will be provided with title insurance, Buyer is strongly urged to consider purchasing title insurance. In accordance with California Civil Code §1057.6, Buyer is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

6. METHAMPHETAMINE LABORATORY ACTIVITY. As required by California Health and Safety Code §25400.28, Seller notifies Buyer that a government order identifying the Property as contaminated by methamphetamine laboratory activity ☐ has been received by Seller (copy of such order is attached), or ☒ has not been received by Seller.

7. HAZARDOUS SUBSTANCES. If the Property is non-residential property, then as required by California Health and Safety Code §78700 Seller notifies Buyer that: ☒ Seller neither knows nor has reasonable cause to believe that any release of hazardous substance (as such terms are defined by California Health and Safety Code §§25320 and 25316) has come to be located on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that a release of hazardous substance has come to be located on or beneath the Property.

8. WATER CONSERVING PLUMBING FIXTURES. For multi-family residential (containing more than one unit) and commercial properties built before January 1, 1994: California Civil Code §1101.5 requires all noncompliant plumbing fixtures to be replaced before January 1, 2019 with water-conserving plumbing fixtures. As required by California Civil Code §1101.5(e), Seller discloses that the Property ☐ was built after January 1, 1994 and is exempt from this statute; ☒ does include noncompliant plumbing fixtures; or ☒ does not include any noncompliant plumbing fixtures.

9. DEATH ON THE PROPERTY. As required by California Civil Code §1710.2, Seller ☐ does or ☒ does not know of the death on the Property of an occupant of the Property in the three years before the date of Buyer's offer to purchase the Property per the Purchase Agreement.

10. OTHER. Yes

Seller believes the information provided in this Disclosure by Seller is true and correct to the best knowledge of Seller as of the date of this Disclosure, but Seller states that Seller has exercised good faith in the selection of a Natural Hazards Expert, Seller has not independently verified, and Seller is not obligated to verify, the information contained in the Natural Hazards Report, and makes no representation or warranty as to the truth or accuracy of any information contained in the Natural Hazards Report. Buyer agrees the Natural Hazards Report satisfies Seller's legal duty to make the Natural Hazards Disclosures, the provider of the Natural Hazards Report shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the Natural Hazards Disclosures, and California Civil Code §1103.4 which deals with a seller's non-liability for errors and/or omissions not within such seller's personal knowledge shall be deemed to apply to Seller.

The hazards referenced in this Disclosure may limit the ability of the owner of the Property to develop the Property, to obtain insurance, or to receive assistance after a disaster. The maps on which the Natural Hazards Report are based estimate where natural hazards exist and are not definitive indicators of whether or not a property will be affected by a natural disaster. Buyer is advised to obtain professional advice regarding those hazards and other hazards that may affect the Property.

Applicable laws and the areas covered by the various natural hazard zones, etc. may change. Seller shall not be required to notify Buyer if the information provided in the Natural Hazards Report becomes inaccurate as a result of any governmental action, map revision, changed information, or other act or occurrence, unless Seller has actual knowledge that the information has become inaccurate. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, Buyer is advised to verify with appropriate local governmental agencies, such as the city and/or county in which the Property is located, to determine if they have established natural hazard zones in addition to those listed above. Signatures to this Disclosure accomplished by means of electronic signature or similar technology shall be legal and binding. This Disclosure may be executed in counterparts.

The statements herein are not intended to be full or complete disclosure of all possible impacts on Buyer and/or the Property. If a matter is disclosed regarding the Property, Buyer is advised to:

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1. Review the entirety of all laws applicable to such disclosed matter.
2. Seek advice of counsel as to the legal consequence of any disclosed matters.
3. Retain appropriate consultants to review and investigate the impact of all such disclosed matters.

Neither AIR CRE nor any of the brokers make any representation, warranty or recommendation regarding the legal sufficiency, legal effect or any other consequences of this Disclosure.

Date: 2025-Dec-11 | 11:45 PST 2025-Dec-11 | 12:44 PST

SELLER

Walter B. Baker and Marla R. Baker

Signed by:
By: Walter B. Baker
533A133899B24CD...

Name Printed: Walter B. Baker

Title: Owner

Signed by:
By: Marla R. Baker
00E1C68779DF421...

Name Printed: Marla R. Baker

Title: Owner

Buyer acknowledges receipt of this Disclosure together with the Natural Hazards Report, the Booklet and any other documents referenced herein (as applicable) as being provided to Buyer, and agrees to the above terms and conditions.

Date: _____

BUYER

City of Montebello

By: _____

Name Printed: Raul Alvarez

Title: City Manager

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DISCLOSURE FOR PURCHASE AND SALE AGREEMENT
For AIR Purchase and Sale Agreements
(When Prepared by Lee & Associates Los Angeles, Inc.)

PREMISES: 860 TRUCK WAY, MONTEBELLO, CALIFORNIA 90640 **(the "Premises")**

1. LEGAL EFFECT. Upon acceptance of a binding purchase and sale agreement and any counter offer thereto (the "Purchase Agreement"), Seller and Buyer both intend to have a binding legal agreement for the purchase of the Premises on the terms and conditions set forth therein. Seller and Buyer acknowledge that Broker (defined in the Purchase Agreement) is not qualified to practice law or authorized to give legal advice or counsel as to any legal matters affecting the Purchase Agreement. Broker hereby advises Seller and Buyer to consult with their respective attorneys in connection with any questions each may have as to legal ramifications or effects of the Purchase Agreement prior to the execution thereof.

2. FORM OF PURCHASE CONTRACT AND DEPOSIT RECEIPT. The Purchase Agreement is a standard form document. Broker makes no representations or warranties with respect to the adequacy of the Purchase Agreement for either Seller's or Buyer's particular purposes. Broker has, at the direction of Seller and/or Buyer, merely "filled in the blanks" based on prior discussions and/or correspondence of the parties. Seller and Buyer each acknowledge that the Purchase Agreement is delivered subject to the express condition that Broker has merely followed the instructions of the parties in preparing this document and does not assume any responsibility for its accuracy, completeness or form. Seller and Buyer acknowledge and understand that in providing the Purchase Agreement, Broker has acted to expedite this transaction on behalf of Seller and/or Buyer and has functioned within the scope of professional ethics by doing so.

3. CONCURRENT OFFERS. Seller and Buyer acknowledge and consent that Broker may represent concurrent and/or competing offers with regard to the purchase or lease of the Premises without further notice.

4. NO INDEPENDENT INVESTIGATION. Seller and Buyer acknowledge and understand that any financial statements, information, reports or written materials of any nature whatsoever, as provided by the parties to Broker and thereafter submitted by Broker to either Seller and/or Buyer, are so provided without any independent investigation by Broker, and as such, Broker assumes no responsibility or liability for the accuracy or validity of the same. Any verification of such submitted documents is solely and completely the responsibility of the party to whom such documents have been submitted.

5. NO WARRANTY. Seller and Buyer acknowledge and agree that no warranties, recommendations or representations are or will be made by Broker as to the accuracy, legal sufficiency, legal effect or tax consequences of any of the documents submitted by Broker to Seller and/or Buyer or of the legal sufficiency, legal effect or tax consequences of the transactions contemplated thereby. Furthermore, Seller and Buyer acknowledge and agree that Broker has not made and will not make any representations or warranties concerning the ability of Buyer to use the Premises for its intended use nor any other matter regarding the Premises, and Buyer is relying and will rely solely on its own investigation of the Premises in accepting and performing under the Purchase Agreement.

6. NOTICE REGARDING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS. Although Broker will disclose any actual knowledge it possesses with respect to the existence of any hazardous wastes, substances or underground storage tanks at the Premises, Broker has not made (and will not make) any independent investigations or obtained reports with respect thereto, except as may be described in a separate written document signed by Broker. All parties hereto acknowledge and understand that except as set forth in the preceding sentence, Broker makes no representations or warranties regarding the existence or nonexistence of hazardous wastes, substances or underground storage tanks at the Premises. Seller and Buyer acknowledge that Broker has recommended that they should each contact one or more professionals, such as a civil engineer, geologist, industrial hygienist or other environmental consultants, for advice concerning the existence of hazardous wastes, substances or underground storage tanks.

7. DISCLOSURE RESPECTING AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act, as well as certain state and local laws, is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required by such laws. Broker is not qualified to advise you as to what, if any, changes may be required now or in the future. The undersigned acknowledge that Broker has recommended that they consult attorneys and qualified design professionals for information regarding whether the Premises are in compliance with applicable law and/or whether modifications and changes are required.

8. CORPORATE SIGNATURES. Although there is a presumption under California law that the signature of a corporate president is adequate to bind the corporation, a California Court of Appeals in a 1998 case allowed a party to rebut the normal presumption. Therefore, if either of the parties to the Purchase Agreement is a corporation, it is advisable: (i) that the Purchase Agreement be signed by two officers of the corporation, e.g. the president or vice president and the secretary or chief financial officer (note: one individual signing in both the capacity of president and secretary may not be sufficient), and/or (ii) that the corporation provides a duly executed corporate resolution authorizing the transaction and execution by the signing party.

9. USE AND OCCUPANCY DISCLOSURE. Broker recommends that Buyer hires qualified contractor(s), consultant(s) or other professional(s) to confirm and verify that the physical characteristics of the Premises (including, but not limited to, building, office, and land sizes, fire sprinkler capacity, electrical power and all utilities, ceiling clear height, loading door sizes and quantity, railroad service, parking spaces, heating/cooling systems, type of construction, restroom(s) number and size, year built of improvements) are to Buyer's satisfaction and that they are adequate to accommodate Buyer's intended use. Broker also recommends that Buyer hires qualified professionals to confirm with applicable governmental agencies that the use and zoning of the Premises are acceptable for Buyer's intended use and that Buyer will be able to obtain all permits, licenses, and other approvals necessary for the intended use.

10. SEISMIC REINFORCEMENT DISCLOSURE. Some cities and counties have established or may be establishing minimum standards for structural seismic resistance for certain buildings constructed prior to 1933, 1976, and possibly other dates. Some structures will be required to comply with various standards set forth by the appropriate governmental agencies. Broker is not qualified to advise you as to what, if any, changes may be required now or in the future. The undersigned acknowledge that Broker has recommended that they consult a qualified architect, attorney or other consultant for information regarding this matter.

11. MOLD DISCLOSURE. Toxic or other molds may be present within a property in concentrations that may pose a threat to the health of humans. Toxic or other dangerous molds may or may not be visible or apparent to a potential user of the Premises. In order to ascertain the nature and extent of toxic or other molds present in a property, it is necessary to conduct testing using a qualified environmental expert specializing in mold inspection and analysis. Broker advises Buyer to retain the services of an environmental testing expert for this purpose.

12. DISCLOSURE REGARDING CITY ORDINANCES. Some cities have enacted ordinances which provide, among other matters, for car and truck parking restrictions and regulations, truck loading area requirements, and maximum building sizes that can

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PREMISES: **860 TRUCK WAY, MONTEBELLO, CALIFORNIA 90640** **(the "Premises")**

be utilized for a particular use. Additionally, some cities have imposed special taxes, such as the City of Vernon, for warehouse or partial warehouse uses. All of these restrictions and/or regulations vary from city to city, and they are constantly changing. Broker is not qualified to advise you whether the Premises (and/or any related property) or the proposed use thereof complies with these or any other ordinances or whether the Premises (and/or any related property) might, in the future, violate these or any other ordinances nor is Broker qualified to advise you as to the impact thereof. Broker recommends that each party carefully review all applicable codes, regulations, and ordinances affecting the Premises and consult with their attorneys, consultants, engineers, and contractors to determine whether the Premises (and/or any related property) and the proposed use are and, in the future, will be in compliance with same.

13. ASSIGNMENT OF BUYER. In the event of any assignment by Buyer of its rights to purchase this Premises, Buyer acknowledges and agrees that it will take full responsibility to deliver all due diligence information, including the Property Information Sheet, all attachments, including those listed above, and all other due diligence information, to its Assignee, and Buyer's acknowledgement of receipt of said material shall be binding on its Assignee.

The undersigned acknowledge that they have received and read the above Disclosure.

Dated: 2025-Dec-11 | 09:54 PST Dated: 2025-Dec-11 | 11:45 PST 2025-Dec-11 | 12:44 PST

SELLER: **CITY OF MONTEBELLO**	BUYER: **WALTER B. BAKER AND MARLA R. BAKER**
BY: Signed by: Raul Alvarez B5F204915DC44A2...	BY: Signed by: Walter B. Baker 533A133899B24CD...
BY:	BY: Signed by: Marla R. Baker 00E1C68779DF421...

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

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SELLER REPRESENTED BY LEE & ASSOCIATES LOS ANGELES, INC.
Seller's Name: WALTER B. BAKER AND MARLA R. BAKER

☐ Buyer ☒ Seller ☐ Lessor ☐ Lessee Signed by: Walter B. Baker 533A133899B24CD... 2025-Dec-11 | 11:45 PST Date

☐ Buyer ☒ Seller ☐ Lessor ☐ Lessee Signed by: Marla R. Baker 00E1C68779DF421... 2025-Dec-11 | 12:44 PST Date

BUYER REPRESENTED BY LEE & ASSOCIATES LOS ANGELES, INC.
Buyer's Name: CITY OF MONTEBELLO

☒ Buyer ☐ Seller ☐ Lessor ☐ Lessee Signed by: Raul Alvarez B5F204915DC44A2... 2025-Dec-11 | 09:54 PST Date

☒ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ _____ Date

LEE & ASSOCIATES LOS ANGELES, INC. REPRESENTS BOTH SELLER AND BUYER AS A DUAL AGENCY:

Agent: Lee & Associates Los Angeles, Inc. DRE Lic. #: 02174865
Real Estate Broker (Firm)

By: _____ BRE Lic. #: 01811344 Date: December 11, 2025
Tony Naples
Senior Vice President

By: Mattison C Behr BRE Lic. #: 02091054 Date: December 11, 2025
Mattison Behr
Associate

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY_____ License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY_____ License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY_____ License Number _____

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Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com
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LAND FOR SALE

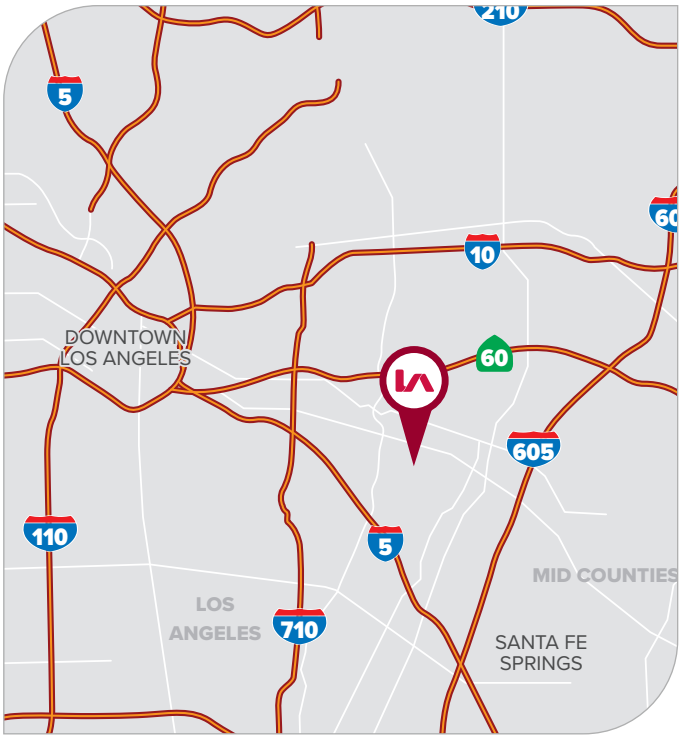
±22,176SF MONTEBELLO INDUSTRIAL LAND SITE

860 TRUCK WAY | MONTEBELLO, CA 90640

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

PROPERTY HIGHLIGHTS

- As-Is, Where-Is Land Value Sale - 2024 Structure Fire
- Rare Industrial Lot For Sale in Montebello - M1 Zoned
- Existing Utility Infrastructed on Site (Verify)
- Asphalt Paved Yard w/ Dock High Concrete Slab (±11,550 SF)
- Square Parcel Shape w/ Flat Topography
- Primed for Redevelopment Potential
- Contact Broker for Demolition Bids / Estimates



RATE SUMMARY

SALE PRICE	**$2,300,000**
	($103.72 / SF)

FOR MORE INFORMATION, PLEASE CONTACT

TONY NAPLES
Senior Vice President | LIC NO 01811344
e tnaples@lee-associates.com
o 818.395.4373

MATTISON BEHR
Associate | LIC NO 02091054
e mbehr@lee-associates.com
o 818.434.9116

The information has been furnished from sources which we deem reliable, but for which we assume no liability. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. Buyers should consult with their independent advisors to determine if the property is suitable for their needs.

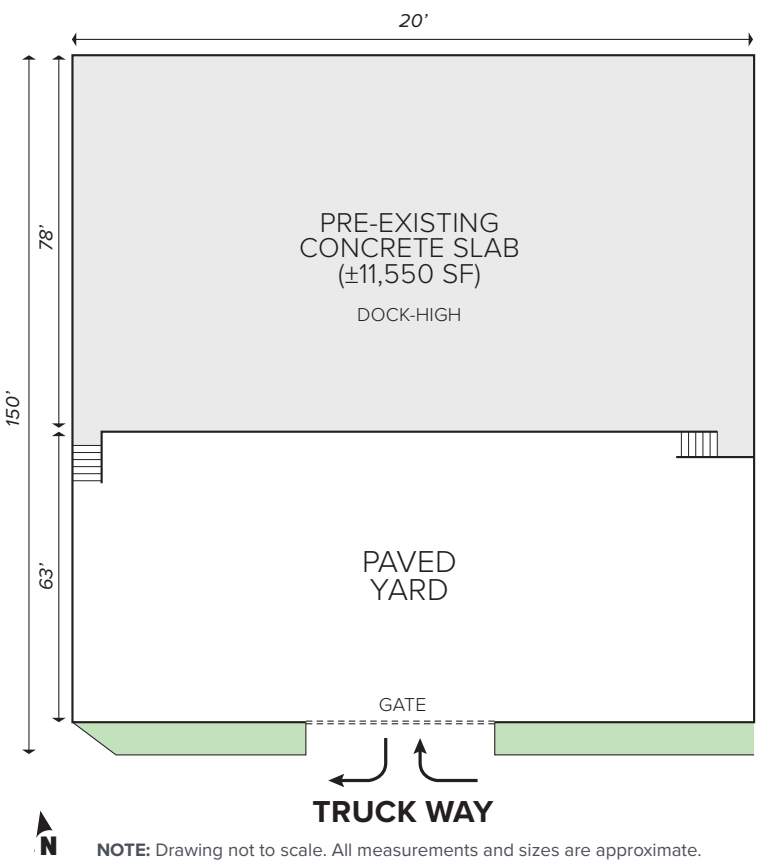
LAND FOR SALE

±22,176SF MONTEBELLO INDUSTRIAL LAND SITE

860 TRUCK WAY | MONTEBELLO, CA 90640

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

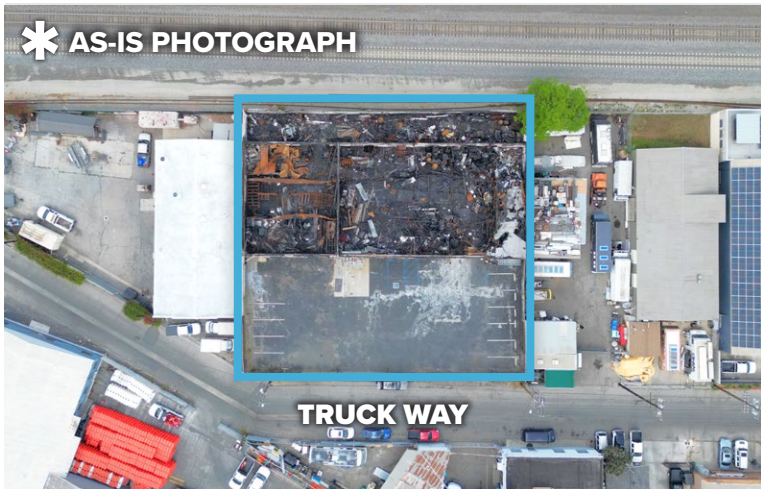
SITE PLAN

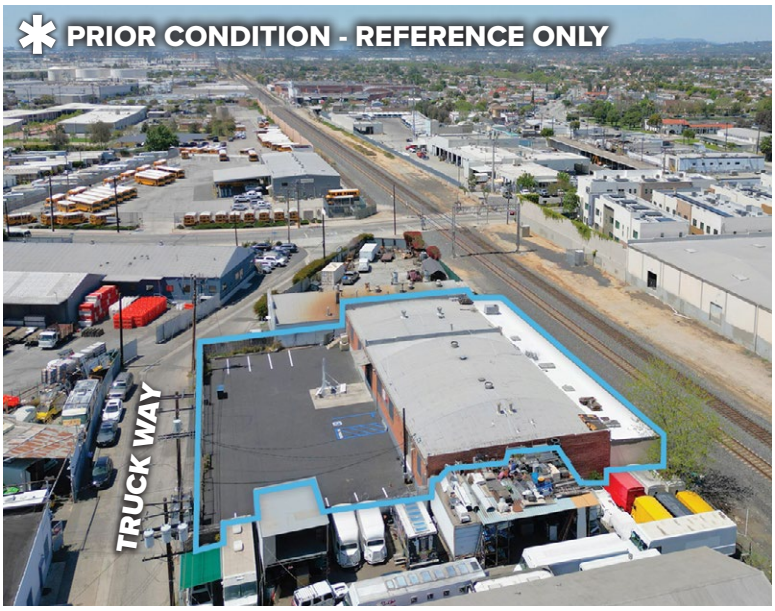


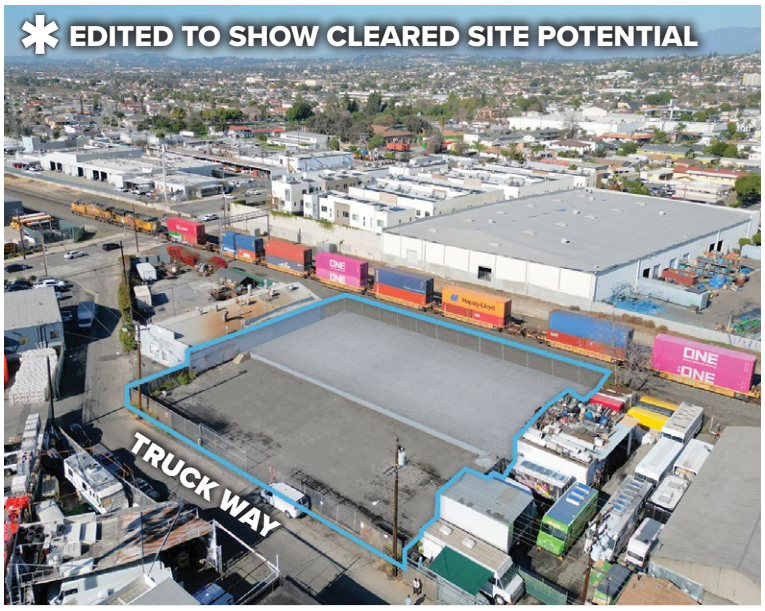
NOTE: Drawing not to scale. All measurements and sizes are approximate.

PROPERTY SUMMARY

SLAB SF	±11,550 SF
LAND SF	±22,176 SF
POWER (PRIOR)	400 Amps, 120/240 V, 3 Phase (Verify)
YEAR BUILT (PRIOR)	1951 (Structure Burned - 2024)
APN	6350-021-027
ZONING	MNM1 - Industrial







ILLUSTRATIVE PURPOSES ONLY - EDITED TO SHOW CLEARED SITE POTENTIAL

FOR MORE INFORMATION, PLEASE CONTACT

TONY NAPLES
Senior Vice President | LIC NO 01811344
e tnaples@lee-associates.com
o 818.395.4373

MATTISON BEHR
Associate | LIC NO 02091054
e mbehr@lee-associates.com
o 818.434.9116

The information has been furnished from sources which we deem reliable, but for which we assume no liability. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. Buyers should consult with their independent advisors to determine if the property is suitable for their needs.

ITEM # 7

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ACCEPTANCE OF THE FIRE STATION 56 REMODELING PROJECT (CDBG) (CP 923) – NOTICE OF COMPLETION**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Fire Station 56 Remodeling Project (CDBG) (CP 923) by Certified Roofing Applicators, Inc.; and
2. Approve the final contract amount with Certified Roofing Applicators, Inc., in the amount of $779,070 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of $38,954 due to Certified Roofing Applicators, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget for the Fire Station #56 Remodeling Project (CDBG) (CP 923), as detailed in Attachment A, was approved by City Council in the amount of $779,378 — including $28,258 in construction contingency for change orders. Additionally, Attachment A shows total expenses for the project amounting to $779,070. This leaves a remaining balance of $308 in Community Development Block Grant funds, which is available for reprogramming for other approved uses.

BACKGROUND/DISCUSSION:

On August 13, 2025, the City Council approved an agreement for $751,120 with Certified Roofing Applicators, Inc. for the Fire Station 56 Remodeling Project (CDBG) (CP 923). Additionally, the City Council authorized the Director of Public Works to review and approve change orders within a construction contingency of $28,258, bringing the total not-to-exceed budget to $779,378. This project utilized CDBG (Community Development Block Grant) funds.

The Fiscal Year 2025-26 adopted budget included funding in this amount in the CDBG Fund (Fund 255). Therefore, no budget amendment is needed as part of the recommended actions.

The Fire Station 56 Remodeling Project, located at 1166 S. Greenwood Avenue, focuses on critical roof rehabilitation to address longstanding issues. The station's sloped roof had not received new shingles for decades, while its flat roofs had never been fully replaced since their original installation. These conditions led to persistent leaks during rainfall, with water pooling on the flat roof due to improper drainage. As a result, leaks penetrated living quarters and other areas, damaging walls and flooring.

A central aspect of the project involved re-sloping the flat roof to ensure effective water drainage and prevent future leaks. The renovation also included installing new tile air vents and a solar-reflective roofing membrane system, both aimed at improving the building's energy efficiency. The combined repairs and upgrades will protect the station's structure and provide a safer, more comfortable environment for the firefighters.

The project was deemed substantially complete on January 14, 2026. The City's Building Inspector and Deputy Director of Public Works, responsible for oversight and inspections, confirmed that the work was completed satisfactorily and in full compliance with the contract specifications.

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

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

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

ATTACHMENT(S)

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

Fire Station 56 Remodeling Project (CP 923)

Project Expenses	Final Cost	
Invoice # RA25358.1	$	281,809.90
Invoice #RA23387.2 - Change Order #1	$	26,552.50
Invoice #RA25358.2	$	431,754.10
Retention Invoice	$	38,953.50
Total Project Cost	**$**	**779,070.00**

Project Funding	Budget Amount	
Original Construction Contract (Certified Roofing Applicators, Inc.) - Awarded 8/13/25 City Council Meeting	$	751,120.00
Construction Contigency - Awarded 8/13/25 City Council Meeting	$	28,258.00
Total Project Budget	**$**	**779,378.00**

Project Remaining Balance **$** **308.00**

RECORDING REQUESTED BY

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

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

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

NAMES ADDRESSES

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

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on January 14, 2026. The general scope of work consisted of removal and replacement of the existing sloped and flat roof systems, along with drainage improvements to eliminate ponding at Fire Station 56, which is located on 1166 S. Greenwood Avenue.

8. The name of the contractor, if any, for such work of improvement was Certified Roofing Applicators, Inc. August 13, 2025

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Fire Station #56 Remodeling Project (CDBG) (CP 923)**

Director of Public Works / City of Montebello

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

VERIFICATION

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

_____(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **ADOPT RESOLUTION NO. 26-01 DESIGNATING AUTHORIZED AGENTS FOR THE CITY OF MONTEBELLO FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) PUBLIC ASSISTANCE GRANT**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-01 Designating Authorized Agents for the City of Montebello for the California Governor's Office of Emergency Services (Cal OES) Public Assistance Grant; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended actions have no fiscal impact.

BACKGROUND/DISCUSSION:

The California Governor’s Office of Emergency Services (Cal OES) requires all public agencies seeking federal or state disaster assistance to have an approved Designation of Applicant’s Agent Resolution (Cal OES Form 130) on file. This resolution authorizes specific individuals to act on behalf of the City in matters related to disaster recovery and grant administration.

The resolution is a prerequisite for applying for and receiving funding under various federal and state programs, including but not limited to:

- FEMA Disaster Declarations (DR)
- Fire Management Assistance Grants (FMAG)
- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities (BRIC)
- California Disaster Assistance Act (CDAA)
- National Earthquake Hazards Reduction Program (NEHRP)

The proposed resolution (Attachment A) is a universal resolution that will remain in effect for three (3) years from the date of approval and will apply to all open and future disasters declared during that period. This approach ensures continuity and avoids the need to adopt a new resolution for each incident. The resolution designates authorized agents by title only (City Manager, Assistant City Manager and Fire Chief), allowing for administrative flexibility in the event of personnel changes. This method maintains the validity of the resolution without requiring re-approval when staffing changes occur.

Staff is requesting City Council approval of the attached Cal OES Form 130 (Exhibit A), which designates authorized representatives to manage disaster-related funding matters on behalf of the City. This action will allow designated personnel, identified by their official titles, to coordinate directly with state and federal agencies on emergency assistance programs. By adopting this resolution, the City will maintain its eligibility for critical recovery and mitigation funding. Staff recommends moving forward with this item to ensure readiness and compliance in the event of future emergencies.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Resolution No. 26-01 (Attachment A) and the required Cal OES Form 130 (Exhibit A), which designates authorized agents by title to act on behalf of the City for federal and state disaster assistance. Approval ensures the City remains eligible for recovery and mitigation funding and keeps a universal three-year designation on file.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-01 - CalOES Authorized Agents
2. Exhibit A - Form OES-FPD-130

ATTACHMENT A

RESOLUTION NO. 26-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA DESIGNATING AUTHORIZED AGENTS FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) FOR THE PURPOSE OF OBTAINING FEDERAL AND/OR STATE FINANCIAL ASSITANCE UNDER THE PUBLIC ASSITANCE AND HAZARD MITIGATION PROGRAMS

RECITALS

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) requires all public agencies seeking federal or state disaster assistance to adopt a Designation of Applicant's Agent Resolution (Cal OES Form 130) authorizing specified individuals to act on behalf of the agency; and

WHEREAS, adoption of this resolution is a prerequisite to applying for an receiving disaster assistance funding under programs that include, but are not limited to:

- Federal Emergency Management Agency (FEMA) Disaster Declarations (DR);
- Fire Management Assistance Grants (FMAG);
- Hazard Mitigation Grant Program (HMGP);
- Building Resilient Infrastructure and Communities (BRIC);
- Legislative Pre-Disaster Mitigation (LPDM);
- California Disaster Assistance Act (CDAA);
- Flood Mitigation Assistance Program (FMA);
- National Earthquake Hazards Reduction Program (NEHRP); and

WHEREAS, Cal OES allows universal resolution to remain valid for three (3) years from the date of approval, applying to all open and future disasters declared during that period; and

WHEREAS, the City of Montebello desires to designate authorized agents by title only, thereby maintaining administrative flexibility in the events of personnel changes and ensuring the continued validity of this designation through the three-year period.

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

SECTION 1: Authorized Agents

The following positions are hereby designated as the City of Montebello's Authorized Agents for all matters pertaining to federal and/or state disaster assistance and grant administration through Cal OES:

1. City Manager
2. Assistant City Manager
3. Fire Chief

Each Authorized Agent is empowered to execute, on behalf of the City of Montebello, all documents necessary to obtain federal and/or state financial assistance under the

aforementioned programs, including but not limited to applications, agreements, assurances, and amendments, and financial reports.

SECTION 2: **Universal Resolution Validity**

This resolution is designated as a Universal Resolution, effective for all open and future disasters declared up to three (3) years following the date of approval, in accordance with Cal OES Form 130 requirements.

SECTION 3: Certification

That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY 2026.

_____
Georgina Tamayo, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-01 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor, and attested by the City Clerk at a regular meeting of said Council held on the 14th day of January 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a

meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

EXHIBITS:

- Exhibit A – Cal OES Form 130

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE CITY COUNCIL (Governing Body) OF THE CITY OF MONTEBELLO (Name of Applicant)

THAT CITY MANAGER (Title of Authorized Agent), OR

ASSISTANT CITY MANAGER (Title of Authorized Agent), OR

FIRE CHIEF (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Montebello (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Montebello (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this 14 day of January, 20 26

Montebello City Council
(Name and Title of Governing Body Representative)

Georgina Tamayo, Mayor
(Name and Title of Governing Body Representative)

Scarlet Peralta, Mayor Pro Tem
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Christopher Jimenez (Name), duly appointed and City Clerk (Title) of City of Montebello (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council (Governing Body) of the City of Montebello (Name of Applicant) on the 14 day of January, 20 26.

_____ City Clerk

(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

ITEM # 9

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NOS. 4439 AND 4440 WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL COMPANIES) FOR TRANSACTION AND USE TAX AND SALES TAX AUDIT AND INFORMATION SERVICES**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4440 with Hinderliter de Llamas and Associates (HdL Companies) for Transaction and Use Tax Audit and Information Services related to Measure H; and
2. Award Professional Services Agreement No. 4439 with Hinderliter de Llamas and Associates (HdL Companies) for Sales Tax Audit and Information Services (Bradley Burns Sales Tax); and
3. Authorize the City Manager to execute the agreement; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City currently utilizes the services of Hinderliter de Llamas and Associates (HdL Companies) to provide Transaction and Use Tax and Bradley Burns Sales Tax Audit and Information Services. HdL Companies provides quarterly sales tax performance updates, revenue forecasts for use in budget development, and auditing services to ensure all sales and transaction and use tax is properly recorded to the City of Montebello. These services are utilized to update quarterly financial reports and in preparing the annual budget. The establishment of a three-quarter (¾) cent transaction and use tax – with the passage of Measure H in March, 2020 – created additional reporting, auditing and analysis requirements.

The City has utilized HdL Companies for Bradley Burns Sales Tax Auditing Services for over forty year and for Transaction and Use Tax Auditing Services since 2020.. HdL Companies has proven their ability to provide efficient and effective auditing services related to sales tax.

Therefore, per MMC Chapter 3.21.025(C), it would be "...uneconomical in [this] instance to follow the [required bidding] procedures" detailed in Chapter 3.21 et al. Under the authority of Montebello Municipal Code Chapter 3.21.025(C) Conformance with Bidding Procedures, the City is seeking to award professional services agreements related to auditing and information services for Transaction and Use Tax and Sales Tax.

The agreement with HdL to provide the same services for the Measure H transaction and use tax is $3,600 per year (Attachment A). The agreement to provide audit and information services for sales and use tax is $11,400 per year (Attachment B). Both agreements incorporate a 4% consumer price index annual increase for years 2 and 3. The adopted budget for Fiscal Year 2025-26 includes the necessary funds for these services in the Finance Department's operating budget.

BACKGROUND/DISCUSSION:

The passage of Measure H, Montebello's local use tax initiative, required the City to update numerous agreements with the State of California agency that administers sales and use taxes (i.e., California Department of Tax and Fee Administration) as well as its third-party audit and information consultant (HdL).

In addition, when HdL is successful in finding and fixing reporting errors, they receive a percentage of the newly "found" sales tax. For example, new or existing retailers will sometimes report sales tax to the wrong jurisdiction. HdL's audit branch performs a regular review and re-captures this sales tax so that it is reported correctly to Montebello. The benefit is that Montebello can be assured it receives all sales tax to which it is entitled. This recovery often goes back several quarters, allowing the City to fully realize all the sales tax revenue for current and past fiscal years.

Therefore, it is recommended to award the three (3) year term agreement to HdL Companies (Attachment A and B) under the authority of Chapter 3.21.025(C) of the municipal code. These agreements will ensure continued access to HdL Companies specialized services. Staff have been satisfied with HdL Companies and recommend continued use of their services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute Professional Service Agreement Nos. 4439 and 4440 (Attachment A and B) with HdL Companies for Transaction and Use Tax and Sales Tax Audit and Information Services, utilizing Chapter 3.21.025(C) Conformance with Bidding Procedures to procure these services from an existing vendor. Sufficient appropriations are included in the adopted FY 2025-26 budget to pay for these services.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4440 HDL - Transaction Tax Audit and Information Services
2. Attachment B – Agreement No. 4439 HDL - Sales Tax Audit and Information Services

ATTACHMENT A

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4440
WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on January 14, 2026 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Hinderliter de Llamas and Associates (HdL Companies) (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Transaction and Use Tax Auditing and Information Services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Scope of Work (Exhibit "A")
3. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Contract Documents are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern. However, any conflict between the Cooperative Purchasing Agency's Contract and this Agreement, the more favorable term to the City shall control.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the services as set forth fully in Consultant's Proposal, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference (" Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence on January 14, 2026 ("Effective Date") shall expire on **June 30, 2028**, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year (1) extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

The CITY and CONSULTANT shall both have the option to terminate this Agreement by giving thirty (30) business days' written notice to the other party at the address specified in this Agreement for Notices. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

Upon such termination by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non- refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation,

benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be

canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action

shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be

treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 W. Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With copy to:	City of Montebello – Finance Attn: Michael Solorza, Director of Finance 1600 W. Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: msolorza@montebelloca.gov
To Consultant:	Hinderliter de Llamas and Associates (HdL Companies) Attn: Contracts 120 S. State College Blvd., Suite 200 Brea, CA 92821 (714) 879-5000 Email: contracts@hdlcompanies.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**HINDERLITER DE LLAMAS AND ASSOCIATES (HDL COMPANIES)**
Raul Alvarez, City Manager	Robert Gray, Chief Information Officer

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

SCOPE OF WORK

SERVICES – Transactions Tax Services

1. **Transactions Tax and Economic Analysis/Forecasting Services/Reports**
   1.1. Consultant shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "H" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
   1.2. Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
   1.3. Consultant shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.
   1.4. Consultant shall make available to CITY the HdL proprietary software program and Measure "H" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

2. **Deficiency/Allocation Reviews and Recovery**
   2.1. Consultant shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the City. Reviews shall include:
      2.1.(a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "H" City boundaries, and therefore subject to transactions tax.
      2.1.(b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the City boundaries.
      2.1.(c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
      2.1.(d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "H" Transactions Tax District.
   2.2. Consultant will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.
   2.3. Consultant shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

3. **Consulting and Other Optional Services**
   Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and

transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES – Transactions Tax Services

4. Transactions Tax and Economic Analysis/Forecasting Services/Reports

4.1. Fees shall be paid **$300** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.

4.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

5. Allocation and Audit Recovery Services

5.1. Fees shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the City because of audit and recovery work performed by Consultant, (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by City or Consultant to be increment attributable to causes other than Consultant's work pursuant to this agreement. In the event, Consultant is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Consultant's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

ADDITIONAL TERMS – Transactions Tax Services

6. Consulting and Other Optional Services

6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - $325; (ii) Programmer - $295; (iii) Senior Analyst - $245; and (iv) Analyst - $195.

6.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

7. General Provisions Relating to Fees

7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.

7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.

8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.

8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

9. Software Use and Proprietary Information

Software Use. Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be de-activated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.

EXHIBIT “B”

Schedule of Compensation

Year 1 (FY 2025-26) – $3,600

Year 2 (FY 2026-27) – $3,744

Year 3 (FY 2027-28) – $3,894

Total Compensation Shall Not Exceed - $11,238

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIU Insurance Company	19399
INSURED	INSURER B :	
ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Hinderliter de Llamas & Associates 120 S State College Blvd Suite 200 Brea, CA 92821	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 063530884 CA	07/01/2025	07/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Hinderliter de Llamas & Associates paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum. WAIVER OF SUBROGATION IN FAVOR OF City of Montebello AS RESPECTS OF JOB PERFORMED BY Hinderliter de Llamas & Associates AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)
You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.
The additional premium for this endorsement shall be __% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

WAIVER OF SUBROGATION IN FAVOR OF City of Montebello AS RESPECTS OF JOB PERFORMED BY Hinderliter de Llamas & Associates AS REQUIRED BY WRITTEN CONTRACT.

Person or Organization

City of Montebello

1600 W. Beverly Blvd.
Montebello, CA 90640

Job Description

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2025 Policy No. WC 063530884 CA Endorsement No.

Insured
ADP TotalSource DE IV, Inc.
5800 Windward Parkway

Alpharetta, GA 30005
L/C/F:
Hinderliter de Llamas & Associates

120 S State College Blvd Suite 200

Brea, CA 92821

Insurance Company AIU Insurance Company

Countersigned by Don Bailey

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From the WCIRB's California Workers' Compensation Insurance Forms Manual ©2001.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff Sawyer 2 Park Plaza, Suite 500 Irvine CA 92614	**CONTACT NAME:** WS Certificates **PHONE (A/C, No, Ext):** 844-972-6326 **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@woodruffsawyer.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Berkley National Insurance Company — 38911 **INSURER B :** Hudson Excess Insurance Company — 14484 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED HDLCOMP-01 Hinderliter de Llamas & Associates HdL Software, LLC. 120 S. State College Blvd, Suite 200 Brea, CA 92821	

COVERAGES **CERTIFICATE NUMBER:** 472418518 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		TCP702275412	5/26/2025	5/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		TCP702275412	5/26/2025	5/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ None			TCP702275412	5/26/2025	5/26/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Cyber/Tech E&O/ Professional Liability			EET1416703	5/26/2025	5/26/2026	Per Claim/Aggregate Retention	$5,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Retroactive Date for Professional Liability- 2/15/2013.

Line Of Coverage: Crime
Policy # 82556901
Effective Date 5/26/2025 - 5/26/2026
Carrier: Federal Insurance Company NAIC # 20281
Crime Limit: $1,000,000

See Attached...

CERTIFICATE HOLDER

City of Montebello
1600 W. Beverly Blvd.
Montebello CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Zoe Overbay

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AGENCY CUSTOMER ID: HDLCOMP-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Woodruff Sawyer	Hinderliter de Llamas & Associates HdL Software, LLC. 120 S. State College Blvd, Suite 200 Brea, CA 92821
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Montebello is included as additional insured as respects General Liability and Automobile Liability to the extent provided in the attached forms. Coverage is considered Primary and Non-contributory to the extent provided in the attached forms. Notice of Cancellation applies with respects General Liability to the extent provided in the attached form.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A;** and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

City of Montebello

1600 W. Beverly Blvd.

Montebello CA 90640

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hinderliter de Llamas & Associates

Endorsement Effective Date: 05/26/2025

SCHEDULE

Name Of Person(s) Or Organization(s): City of Montebello
1600 W. Beverly Blvd.
Montebello CA 90640

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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4. Loss Payment – Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Montebello 1600 W. Beverly Blvd. Montebello CA 90640
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ATTACHMENT B

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4439
WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on January 14, 2026 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Hinderliter de Llamas and Associates (HdL Companies) (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Sales Tax Auditing and Information Services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Scope of Work (Exhibit "A")
3. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Contract Documents are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern. However, any conflict between the Cooperative Purchasing Agency's Contract and this Agreement, the more favorable term to the City shall control.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the services as set forth fully in Consultant's Proposal, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference (" Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence on January 14, 2026 ("Effective Date") shall expire on **June 30, 2028**, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year (1) extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

The CITY and CONSULTANT shall both have the option to terminate this Agreement by giving thirty (30) business days' written notice to the other party at the address specified in this Agreement for Notices. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

Upon such termination by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non- refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation,

benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be

canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action

shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be

treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 W. Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With copy to:	City of Montebello – Finance Attn: Michael Solorza, Director of Finance 1600 W. Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: msolorza@montebelloca.gov
To Consultant:	Hinderliter de Llamas and Associates (HdL Companies) Attn: Contracts 120 S. State College Blvd., Suite 200 Brea, CA 92821 (714) 879-5000 Email: contracts@hdlcompanies.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**HINDERLITER DE LLAMAS AND ASSOCIATES (HDL COMPANIES)**
Raul Alvarez, City Manager	Robert Gray, Chief Information Officer

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

SCOPE OF WORK

SERVICES – Sales and Use Tax

1. **Sales and Use Tax and Economic Analysis/Forecasting Services/Reports**
   1.1. Establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the City. This database will be utilized to generate special reports to City on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
   1.2. Provide periodic updated reports to City identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly by in person or virtually with City.
   1.3. Shall additionally provide following each calendar quarter a summary analysis for City to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze City's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.
   1.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.
   1.5. Periodically license for the limited, non-exclusive, non-transferable use by City's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within City's jurisdiction registered with the CDTFA.
   1.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

2. **Allocation and Audit Recovery Services**
   2.1. Conduct (when mutually agreed with City) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
   2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
   2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the City of back or prospective quarterly payments that may be owing.
   2.4. If, during the course of its audit, Consultant finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to City, Consultant may so advise City and collaborate with those businesses and City to encourage such changes.

SERVICES – Sales Tax Services

3. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES – Sales and Use Tax Services

4. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

4.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **$950** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by City no later than 30 days after the invoice date.

4.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

5. Allocation and Audit Recovery Services

5.1. Fees for performing the allocation and audit recovery Services described above shall be **18%** of all new, increased and recovered sales and use tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related City assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

5.2. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the second eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.

5.3. These Fees shall be paid by City upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.

ADDITIONAL TERMS – Sales and Use Tax Services

6. Consulting and Other Optional Services

6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - $325; (ii) Programmer - $295; (iii) Senior Analyst - $245; and (iv) Analyst - $195.

6.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

7. General Provisions Relating to Fees

7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.

7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.

8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.

8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

9. Software Use and Proprietary Information

Software Use. Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be de-activated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.

EXHIBIT “B”

Schedule of Compensation

Year 1 (FY 2025-26) – $11,400

Year 2 (FY 2026-27) – $11,856

Year 3 (FY 2027-28) – $12,330

Total Compensation Shall Not Exceed - $35,586

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIU Insurance Company	19399
INSURED	INSURER B :	
ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Hinderliter de Llamas & Associates 120 S State College Blvd Suite 200 Brea, CA 92821	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 063530884 CA	07/01/2025	07/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Hinderliter de Llamas & Associates paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum. WAIVER OF SUBROGATION IN FAVOR OF City of Montebello AS RESPECTS OF JOB PERFORMED BY Hinderliter de Llamas & Associates AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)
You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.
The additional premium for this endorsement shall be __% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

WAIVER OF SUBROGATION IN FAVOR OF City of Montebello AS RESPECTS OF JOB PERFORMED BY Hinderliter de Llamas & Associates AS REQUIRED BY WRITTEN CONTRACT.

Person or Organization

City of Montebello

1600 W. Beverly Blvd.
Montebello, CA 90640

Job Description

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2025 Policy No. WC 063530884 CA Endorsement No.

Insured
ADP TotalSource DE IV, Inc.
5800 Windward Parkway

Alpharetta, GA 30005
L/C/F:
Hinderliter de Llamas & Associates

120 S State College Blvd Suite 200

Brea, CA 92821

Insurance Company AIU Insurance Company

Countersigned by Don Bailey

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From the WCIRB's California Workers' Compensation Insurance Forms Manual ©2001.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff Sawyer 2 Park Plaza, Suite 500 Irvine CA 92614	**CONTACT NAME:** WS Certificates **PHONE (A/C, No, Ext):** 844-972-6326 **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@woodruffsawyer.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Berkley National Insurance Company — 38911 **INSURER B :** Hudson Excess Insurance Company — 14484 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED HDLCOMP-01 Hinderliter de Llamas & Associates HdL Software, LLC. 120 S. State College Blvd, Suite 200 Brea, CA 92821	

COVERAGES **CERTIFICATE NUMBER:** 472418518 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		TCP702275412	5/26/2025	5/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		TCP702275412	5/26/2025	5/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ None			TCP702275412	5/26/2025	5/26/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Cyber/Tech E&O/ Professional Liability			EET1416703	5/26/2025	5/26/2026	Per Claim/Aggregate Retention	$5,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Retroactive Date for Professional Liability- 2/15/2013.

Line Of Coverage: Crime
Policy # 82556901
Effective Date 5/26/2025 - 5/26/2026
Carrier: Federal Insurance Company NAIC # 20281
Crime Limit: $1,000,000

See Attached...

CERTIFICATE HOLDER

City of Montebello
1600 W. Beverly Blvd.
Montebello CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Zoe Overbay

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AGENCY CUSTOMER ID: HDLCOMP-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Woodruff Sawyer	Hinderliter de Llamas & Associates HdL Software, LLC. 120 S. State College Blvd, Suite 200 Brea, CA 92821
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Montebello is included as additional insured as respects General Liability and Automobile Liability to the extent provided in the attached forms. Coverage is considered Primary and Non-contributory to the extent provided in the attached forms. Notice of Cancellation applies with respects General Liability to the extent provided in the attached form.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A;** and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

City of Montebello

1600 W. Beverly Blvd.

Montebello CA 90640

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hinderliter de Llamas & Associates

Endorsement Effective Date: 05/26/2025

SCHEDULE

Name Of Person(s) Or Organization(s): City of Montebello
1600 W. Beverly Blvd.
Montebello CA 90640

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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4. Loss Payment – Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Montebello 1600 W. Beverly Blvd. Montebello CA 90640
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development
Michael Solorza, Director of Finance

SUBJECT: **APPROVE PURCHASE OF ONE (1) ZERO-EMISSIONS VEHICLE FOR THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT UTILIZING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve purchase of one (1) vehicle for the Planning and Community Development Department using AQMD funds; and,
2. Approve purchase of this vehicle utilizing the exemption in Montebello Municipal Code Section 3.20.050(D) since the acquisition of this vehicle would be impractical and uneconomic to procure through the standard bidding process to maintain the public safety for the proper operation of the City's Parking Enforcement Division; and
3. Authorize the City Manager to execute all necessary documents related to the vehicle purchase; and,
4. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $63,000 in Account No. 245-99-6082 (Air Quality Management District, Vehicle Purchases); and
5. Declare the vehicles to be replaced as surplus and authorize the City Manager to dispose of them as per the City's Municipal Code and related administrative policies; and,
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total cost for the purchase of one (1) 2025 F-150 Lightning Truck will not exceed

$62,856 (Attachment A). This expenditure will be fully funded through the AQMD Fund (Account No. 245-99-6082), which is restricted to the purchase or lease of low- or zero-emission vehicles that contribute to reducing air pollution. The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by $63,000 in Account No. 245-99-6082 (Air Quality Management District, Vehicle Purchases).

Historically, the AQMD Fund has been underutilized by the City. In recent years, however, the City has made notable progress by integrating hybrid, electric, and other clean-air vehicles into the municipal fleet to support regional and state sustainability goals. Sufficient funds are currently available to support this purchase, which includes one vehicle for the Parking Enforcement Division. This new unit will replace an aging, high-maintenance vehicle.

Given the critical operational needs for reliable Code Enforcement/Parking Enforcement vehicles, and the significant lead time currently needed to secure vehicles of any type, staff recommend proceeding outside the City's standard procurement process. Moreover, given the uncertainty in the automotive market due to recent tariff action by the Federal Government, it is in the City's best interest to move quickly in acquiring this vehicle before costs increase substantially.

Staff is recommending the procurement of one (1) vehicle utilizing the exception to normal bidding procedures allowed by Municipal Code Section 3.20.050(D):

> *"City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same"*

The 2025 F-150 Lightning Truck is immediately available at Ford of Montebello (Attachment A). Procuring the F-150 Lighting from a local dealer allows the City to avoid delays, reduce ongoing repair costs, and maintain essential service delivery, while making the most economical decision given the pending impacts tariffs will have on automotive pricing. Procuring these units now ensures operational continuity and supports the City's continued commitment to sustainability and fleet modernization.

BACKGROUND/DISCUSSION:

The Parking Enforcement Division, within the Planning and Community Development Department, is responsible for conducting daily patrols, enforcing parking regulations, responding to residential complaints, and ensuring compliance with citywide parking ordinances. These duties require staff to be in the field for extended periods throughout the week, traveling between various locations with safety protective gear, citation materials, documentation tools, and field equipment necessary to monitor and regulate parking activity.

These duties are performed by three (3) Parking Control Officers who utilize two (2) 2018 Chevrolet Colorado trucks. The vehicles are shared among staff to maximize coverage and effectively meet community needs.

Currently, staff has relied heavily on these Chevrolet Colorados, one of which has exceeded its useful service life. Due to high mileage and recurring mechanical issues, this vehicle has become increasingly unreliable, resulting in rising maintenance costs. Repair expenses have significantly increased over the past year, and frequent downtime has created operational challenges for the department. With the division fully staffed, vehicle availability and dependability are paramount for efficiency in serving the community's needs.

To address these operational challenges, staff recommend replacing one (1) of the Chevrolet Colorados with a new vehicle. The additional vehicle is necessary to support the expanded staff and growing operational demands, ensuring that each Parking Enforcement Officer has reliable, dedicated transportation to perform their duties effectively while also acknowledging the need for functional air conditioning and heating when the climates change.

Staff confirmed that the above-referenced vehicle meets the eligibility criteria for AQMD funding and will significantly reduce maintenance costs, enhance field capabilities, and support the City's long-term sustainability and fleet modernization goals.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

Using existing AQMD funds, the Planning and Community Development Department is requesting approval to purchase one (1) new vehicle to replace a 2018 Chevrolet Colorado Truck to support the Parking Enforcement Division. The vehicle selected—a 2025 F-150 Lightning Truck zero-emission model—meets the operational needs of the division while complying with the Air Quality Management District (AQMD) program requirements. The total cost of the vehicle of $62,856 will be fully funded through the AQMD Fund. The recommended actions require amending the Fiscal Year 2025-26

budget by increasing appropriations by $63,000 in Account No. 245-99-6082 (Air Quality Management District, Vehicle Purchases).

This purchase will enhance staff efficiency, reduce ongoing maintenance expenses, and support the City's continued commitment to fleet modernization and environmental sustainability. Accordingly, this procurement is exempt from the City's standard purchasing method, and the City Council hereby approves the purchase of these vehicles by the provisions of the Montebello Municipal Code Section 3.20.050(D) with a 4/5ths vote.

ATTACHMENT(S)

1. ATTACHMENT A - FORD VEHICLE QUOTE

Alcantar, Maria

From: Rigo Ruiz <rigo@fordofmontebello.net>
Sent: Monday, December 8, 2025 1:08 PM
To: Alcantar, Maria
Cc: Julio Munoz; Ramos, Matthew
Subject: Re: [External Email] City of Montebello - Ford Maverick Purchase

Follow Up Flag: Follow up
Flag Status: Completed

External Sender - From: (Rigo Ruiz <rigo@fordofmontebello.net>)
This message came from outside your organization.

This one is White with black wheels. Its almost a $68k MRSP.

After all applicable incentives and fees (no reg since the city is exempt)

Your total out the door is $62,856.

That is a $14k discount/rebate on this unit.

Let me know if we can make this work.
Thank you.

FD REV-000464 CA 9-NORMAL,NB,200464,SH062 9794 120250822 BLEND 8454

ULC			U	W	CA					
CERT	CERT	CERT	TRD	RAMP	BUMP	CAMP	BOOK	EXFL	ROTA	BATT

031168 853/1158 1FTVW3LK5 SWG26078 NB VU12

ford.com

VEHICLE DESCRIPTION

F-150 LIGHTNING

SW G26078

2025 F-150 4X4 SUPERCREW
145" WHEELBASE
98KWH STD BAT
SINGLE-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
MD DARK SLATE CLOTH 40/C/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS
- LED SIDE-MIRROR SPOTLIGHTS
- LOCKING REMOVABLE TAILGATE
- MEGA POWER FRUNK
- PICKUP BOX TIE DOWN HOOKS
- POWER UP/DOWN FRONT HOOD
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL

INTERIOR
- 12" DIGITAL INSTRMNT CLSTR
- 1TOUCH UP/DOWN DR/PASS WIN
- 60/40 FOLD-UP REAR BENCH
- A/C W/DUAL CLIMATE CONTROL
- ACTIVEX WRAPPED STR WHEEL
- AUTO-DIM REARVIEW MIRROR
- HEATED CLOTH FRONT SEATS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- PEDALS - POWER ADJUSTABLE
- POWER DRIV SEAT - 8-WAY
- POWERPOINT - 2 120V
- REAR-WINDOW DEFROSTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 360-DEGREE CAMERA
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH
- TOW TECHNOLOGY PKG
- FORDPASS® CONNECT
- LANE-KEEPING SYSTEM
- PRE-COLLISION ASSIST W/AEB
- PRO TRAILER HITCH ASSIST
- REVERSE BRAKE ASSIST
- REVERSE SENSING SYSTEM
- SIRIUSXM® W/360L- NA AK&HI
- SYNC®4 W/EVR & 12" SCREEN
- WIRELESS APPLE CARPLAY® AND ANDROID AUTO™
- ZONE LIGHTING

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LED CTR HIGH MNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 SAFETY RESTRAINT SYS
- 8YR/100,000 ELECTRIC VEHICLE COMPONENTS

INCLUDED ON THIS VEHICLE (MSRP)

EQUIPMENT GROUP 311A
•XLT SERIES

OPTIONAL EQUIPMENT/OTHER

	(MSRP)
.ZERO EMISSIONS VEHICLE	
275/65R18 BSW ALL-TERRAIN TIRE	
ELECTRIC DRIVE REGULAR AXLE	
8350# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
FLOOR LINER - TRAY STYLE	200.00
TAILGATE STEP AND WORK SURFACE	430.00
18" ALLOY GLOSS BLACK WHEELS	
MOBILE POWER CORD (120V/240V)	600.00

PRICE INFORMATION (MSRP)

BASE PRICE	$63,345.00
TOTAL OPTIONS/OTHER	1,230.00
TOTAL VEHICLE & OPTIONS/OTHER	64,575.00
DESTINATION & DELIVERY	2,195.00

Proudly designed and engineered in Michigan by the Ford Model e Electric Vehicle Team.

Model e™

RAMP ONE
CH27

TOTAL MSRP $66,770.00

EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

68 MPGe combined city/hwy

Standard Pickup Trucks range from 12 to 87 MPGe. The best vehicle rates 140 MPGe.

76	61	49
city	highway	kW-hrs per 100 miles

Driving Range
When fully fueled, vehicle can travel about...
0 40 80 120 160 200 **240** miles

Charge Time: 11.9 hours (240V)

You save $3,500 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $1,200

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 9 (1–10, Best)

Smog Rating (tailpipe only): 10 (1–10, Best)

This vehicle emits 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity, learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $.16 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★
	Passenger	★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

2023 MOTORTREND TRUCK OF THE YEAR®

2023 TRUCK

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

Ford Protect®

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico, see your

1FTVW3LK5SWG26078

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2486 AMENDING MONTEBELLO MUNICIPAL CODE CHAPTER 5.08, TITLE 5 DEALING WITH BUSINESS LICENSES AND REGULATIONS TO LIFT THE TEMPORARY MORATORIUM ENACTED ON MARCH 24, 2021**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Waive the Second Reading and Adopt Ordinance No. 2486 Amending Sections 5.08.010, 5.08.020, 5.08.030, 5.08.050 and 5.08.060 of Chapter 5.08, Title 5 (Business Licenses and Regulations) of the Montebello Municipal Code; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City requires a business license for all operating businesses within the City, per Chapter 5.08, Title 5 of the City's municipal code. The license is utilized to ensure all businesses are operating per the City's municipal code requirements – meeting various Fire, Planning and Building Safety standards.

The City has utilized HdL Companies to effectively manage the business license program since October, 2020. The transition to HdL provided improved customer service to the City's business community, and has resulted in increased adherence to the City's municipal code, ensuring all businesses are operating safely, legally and in the best interests of our residents and the community.

In addition to improved adherence to the municipal code, revenue from the annual business license fee has increased in the five years HDL Companies has administered

business license functions. The table below shows actual revenue since 2016 through projections for the current fiscal year:

2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	FY 24-25 Actual	FY 25-26 ADOPTED	FY 25-26 PROJECTED*
2,254,827	2,885,152	2,707,999	2,945,629	2,832,781	2,891,336	3,125,000	3,125,000
*Projected as of October, 2025							

It should be noted that this revenue was essentially flat prior to FY 2020-21, averaging $2.358 million per year. Since HDL took over administration, the average annual amount of revenue received has been $2.853 million (FY 2020-21 – FY 2024-25, actuals). This increase to annual revenue has occurred even as the fees/rate charged have remained unchanged since 2009.

The improved management has increased equity across the business community, ensuring all operating businesses are in possession of a current and valid business license, per the municipal code. This General Fund revenue generated helps offset costs for Code Enforcement, Fire Prevention, Building Safety and other functions directly associated with ensuring Montebello businesses are operating per code.

It is this improved management, coupled with recovery of business license fees from operations found to be operating without a license, which has increased revenue. There have been no changes to the amounts charged for various types of business licenses or the amounts assessed on gross receipts, with all fees frozen at 2009 amounts.

In October 2020, with the transition to HdL, it was discovered that the required annual consumer price index (CPI) adjustment to business license fee amounts was suspended on June 24, 2009, for the period of FY 2009-10 only (per Ordinance No. 2331). This temporary suspension of the CPI adjustment expired on June 30, 2010, with the business license fee amounts to be increased by the change in CPI from June 2009 to June 2010, and annually thereafter. This adjustment never happened, even though it was required by the municipal code with the expiration of Ordinance No. 2331. Staff discovered the adjustment did not occur, and business license fee amounts remain frozen at 2009 levels.

Local businesses have benefited from the City's oversight in applying the annual required inflationary increase, benefiting from lower fees which have been held constant at 2009 levels. If the annual CPI increase had been implemented beginning July 1, 2010, business license fees would be 52.1% higher than what is currently being assessed. Local businesses have saved an estimated, cumulative $3.305 million over the fifteen year period by the City holding fees at 2009 levels. That is, the City's General Fund should have received more than three million dollars in revenue since 2010, which would have helped close budget gaps and bolster the City's reserves.

As discussed in detail below, the ordinance update (Attachment A) would remove the sections of Montebello Municipal Code Chapter 5.08 that suspended the CPI increase and set a cap on the rate assessed for large businesses having gross receipts over $1.0

million. The annual CPI increase would not be implemented until July 1, 2026, adjusting the current 2009 fee amounts by the CPI change from 2025 to 2026. Businesses would continue to benefit from the lower fee amounts since the CPI adjustment will be made on the 2009 base amounts.

Therefore, Ordinance No. 2486 (Attachment A) would accomplish two primary goals: 1) allow the City to begin adjusting fees annually by the change in CPI as required by the Municipal Code, which will provide additional revenue to the General Fund that offsets the costs of administering the business license program (i.e., Police, Fire, Code Enforcement, etc.); and, 2) create a more equitable tax structure by eliminating a cap on gross receipts put in place in 2009 that unfairly benefits large business operations (i.e., those with over $1.0 million in gross receipts) compared to smaller retail businesses.

BACKGROUND/DISCUSSION:

The City of Montebello's Municipal Code includes Title 5, Chapter 5.08 which regulates Business License Taxes and establishes regulations to ensure all entities conducting business within the City are doing so lawfully and according to all applicable City, County and State regulations. Chapter 5.08 allows for the levy of a business license tax for regulatory and revenue purposes. The Chapter outlines the rates charged for the various types and sizes of businesses in Montebello (Attachment A).

The revenue received from these fees, projected to be $3.125 million in FY 2025-26, offsets the cost of Code Enforcement, Police, Fire and other Departments, which play a part in administering the City's business license program and ensuring all businesses in Montebello are operating legally and safely. Businesses are required to renew annually, and new businesses must register. Depending on the type of business, staff from Fire, Police, Code Enforcement, Planning, Building and Finance perform document review and location inspection duties in order to ensure all businesses are conforming to required regulations. This work is done throughout the year, and involves numerous staff and resources.

The City utilizes HdL's full-service business license administration program, allowing local businesses the opportunity to submit all required paperwork and payments electronically. The service also provides dedicated customer support to assist Montebello businesses with keeping their licenses current. Utilizing HdL Companies has allowed the City to vastly improve the customer service provided to local businesses.

Chapter 5.08 also outlines the annual process by which the business license fees are increased, based on the annual change to the Consumer Price Index (CPI, Los Angeles-Riverside-Orange County area). This is an automatic process that allows for the fees charged to keep pace with rising administrative costs while also providing for a reasonable regulatory mechanism.

On June 24, 2009, the City Council adopted Ordinance No. 2331, which was meant to temporarily suspend a portion of certain business license taxes for one year only: July 1, 2009 through June 30, 2010. The operative period of Ordinance No. 2331 expired, and the impacted fees should have been increased by the annual change in CPI as of

July 1, 2010, and in each subsequent fiscal year after. However, this did not occur, and as such, fees have been assessed at the 2009 levels for the past fifteen (15) years. The ordinance (Attachment A) would remove the suspension of the annual CPI increase beginning July 1, 2026. The CPI adjustment would be applied to the current, 2009 fee levels.

The estimated loss in General Fund revenue over the fifteen year period from not applying the required CPI adjustment is approximately $3.305 million. That is, the City's General Fund should have received more than three million in revenue, which would have helped close budget gaps and bolster the City's reserves over the last fifteen years.

At the February 24, 2021 regular City Council meeting, Staff was directed to maintain all business license fee amounts at their Fiscal Year 2009-10 levels. In addition, staff was directed to conduct a study of business license fees and applicable municipal code language. The motion to maintain the 2009 temporary moratorium was thereafter memorialized by a resolution approved on March 24, 2021. Fees have been held at the 2009 levels since then.

Staff then worked with HdL Companies on a Business Tax Analysis and Ordinance Review, as directed by the City Council. The study found the City's current tax structure unintentionally places a heavier burden on small businesses in Montebello. This is primarily due to the fact that Ordinance No. 2331 approved in 2009 placed an arbitrary cap on the amount of gross receipts to which the business license tax is applied. The study found that a neighboring City with 1,000 fewer business – without such a cap – saw greater revenue returns ($500,000) from the more equitable tax structure. Moreover, some of Montebello's smaller businesses have the same tax burden as larger businesses, which produce tens of millions in annual gross receipts. This inequity must be resolved, and the ordinance update accomplishes that.

The proposed Ordinance No. 2486 (Attachment A) amending Chapter 5.08 (Sections 5.08.010, 5.08.020, 5.08.030, .050 and .060) would remove the suspension language placed by City Council action in 2009 – allowing for annual CPI adjustments beginning July 1, 2026. The proposed ordinance would also remove the arbitrary cap on the amount owed by businesses reporting more than $1.0 million in gross receipts. Removal of this cap would help restore balance and equity to the City's business license program. Now, a multi-million dollar business would not be paying the same as smaller, local "mom and pop" retail establishments.

Staff will work with the City's Public Affairs office and HdL to ensure proper notification of this ordinance change is made on the City's social media and related outlets, as well as through business license renewal notices. With the increased rates beginning July, 2026, sufficient time exists for Staff to publicize these changes and work with the business community. In addition, since business license renewal occurs on an anniversary date, only a portion of all businesses in Montebello will be impacted in July, with additional businesses seeing the change through the following eleven months as renewal dates arrive.

On November 12, 2025, the City Council introduced and approved the first reading of

Ordinance No. 2486.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council adopt Ordinance No. 2486 amending Title 5, Chapter 5.08 of the City's municipal code (Attachment A) to restore the annual CPI increase per the municipal code to be effective July 1, 2026, and each subsequent year thereafter and remove the cap on fees paid for businesses reporting more than $1.0 million in gross receipts.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2486

ORDINANCE NO. 2486

AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA AMENDING SECTIONS 5.08.010, 5.08.020, 5.08.030, 5.08.050, AND 5.08.060 OF CHAPTER 5.08 (BUSINESS LICENSE TAXES), TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE MONTEBELLO MUNICIPAL CODE

WHEREAS, pursuant to California Government Code section 37101 and California Business and Professions Code Section 16000, et seq., a general law city may levy business license taxes for revenue purposes and business license fees for regulatory purposes; and

WHEREAS, on June 24, 2009, the City adopted Ordinance No. 2331 temporarily reducing and suspending a portion of certain business license taxes during the period of July 1, 2009 through June 30, 2010; and

WHEREAS, since that temporary suspension in 2010, the City has not restored nor increased the business license tax by the consumer price index for the designated businesses, occupations and professions operated within the City and subject to the business license tax as required under Chapter 5.08 (Business License Taxes), Title 5 (Business Licenses and Regulations) of the Montebello Municipal Code ("MMC"); and

WHEREAS, on October 5, 2020, as authorized by the MMC, a business license tax increase was implemented for the period of October 5, 2020 through and including June 30, 2021, restoring the tax to pre-Ordinance No. 2331 levels, plus CPI increases, to bring the tax to a level which is in line with the latest available consumer price index and abides by those specific sections of Chapter 5.08 of the Montebello Municipal Code ("MMC"); and

WHEREAS, on February 24, 2021, the City Council ("City Council") of the City of Montebello conducted a regularly scheduled meeting to consider a proposed ordinance establishing a temporary moratorium on increases to the City's business license fees and incrementing applicable sections of the MMC due to the negative economic effect on businesses brought on by the mandates imposed by the state and local orders to counteract the threat to public health by the novel Coronavirus ("COVID-19"); and

WHEREAS, February 24, 2021 on a 5-0 vote, the City Council passed an alternative motion to return all business license fee amounts to their Fiscal Year 2009-10 levels until a study of the City's business license fees was conducted and analyzed (the motion was thereafter memorialized by a resolution on March 24, 2021); and

WHEREAS, now that the City has conducted a fee study in accordance with City Council's direction, the City's intent is to adopt this Ordinance to accomplish the following goals: 1) provide continued relief to rental property owners by holding base fee amounts at 2009 levels, 2) allow the City to begin adjusting fees annually by the change in CPI,

which will provide additional revenue to the General Fund that offsets costs of administering the business license program (i.e., Police, Fire, Code Enforcement, etc.); and, 3) create a more equitable tax structure by eliminating a cap on gross receipts put in place in 2009 that unfairly benefits large business operations over smaller retail businesses; and

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

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

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

SECTION 2. AMENDMENTS; RESERVATION. Sections 5.08.010, 5.08.020, 5.08.030, 5.08.050, and 5.08.060 are amended to read as follows (deletions in ~~Strikethrough~~ and additions in Underline.

5.08.010 Designated.

A. The following businesses, occupations and professions shall be required to pay, as and for business license taxes, the amounts hereinafter set forth in this section, pertaining thereto:

1. Advertising vehicle: Fifty-one dollars and thirty-three cents per vehicle, per day;
2. Rental of real property: Residential property, excluding condominiums, having an apartment house (as defined in Chapter 17.08 of this code) located thereon, with three or more dwelling units therein: five hundred fifteen dollars and twenty-two zero cents per year and one hundred seventy-one dollars and seventy-four zero cents per year for each additional unit;
3. Auctions: One hundred fifty-two dollars per day unless conducted as an integral part of a business otherwise licensed hereunder;
4. Business by vehicle:
    a. Refuse trucks: Six hundred seventy-six dollars and ten cents per year for each vehicle;
    b. All others: One hundred forty-seven dollars and seven cents per year per vehicle;
5. Contractors: Seventy-three dollars and four cents per quarter, two hundred ninety-two dollars and sixteen cents per year;
6. Junk dealer, automobile or truck dismantler: Five hundred sixty-eight dollars and fifty-two cents per year;
7. Outdoor advertising signs:
    a. Outdoor advertising on signs: Two hundred eighty-four dollars and twenty-six cents per year (plus twenty-two dollars and seventy-one cents per year for each sign in excess of ten);

b. Advertising on benches: Two hundred eighty-four dollars and twenty-six cents per year (plus twenty-two dollars and seventy-one cents per year for each sign in excess of ten) (excluding benches which contain no advertising);

8. Peddler, solicitor, or itinerant vendor: Two hundred eighty-four dollars and twenty-six cents per year;

9. Public dump: One thousand three hundred thirty-eight dollars and thirty-eight cents per month or two percent of the gross receipts derived therefrom, whichever is greater;

10. The activities for which a temporary use permit is required hereunder pursuant to Chapter 12.16 of this code, shall pay the following taxes:

a. Circuses, per day Per mechanical ride	$165.82 50.34
b. Parades per day	130.29
c. Carnivals per day Per mechanical ride	165.82 50.34
d. Fairs, per event	130.29
e. Temporary outdoor exhibits per day Montebello businesses exempt	130.29
f. Tents, per event (if over 20 × 20) Montebello businesses, per event	130.29 70.08
g. Aircraft and helicopter landings and demonstrations per day	130.29
h. Public demonstration of gatherings of more than 25 people, per day	165.82
i. Christmas trees/pumpkin patch sales, per year	130.29
j. Moving and/or estate sales, per day	30.60
k. Filming, per day	165.82

11. Dance permit: Every person who is required to obtain a dance permit for a public dance or cabaret dance pursuant to Chapter 5.32 of this code, shall pay a business license tax as follows:

a. Public dance: One hundred thirty-six dollars and twenty-one cents per day for each day and for each location at which such dance is conducted,

b. Cabaret, per year: Two thousand three hundred forty-four dollars and thirteen cents per year for each location at which such dance is conducted;

12. Pool or billiard rooms or halls: The rate of license fees for billiard rooms or halls and pool rooms shall be forty-three dollars and forty-three cents for each billiard, pool or snooker table per year;

13. Oil well operator: A tax equal to $.3329 per barrel of oil produced from wells owned or operated by such person located within the city;

14. Shoe shine stands: Fifty-one dollars and thirty-three cents per year;

15. Vending machines: Every individual or firm whose business is limited exclusively to renting, leasing or operating coin-operated vending machines dispensing tangible personal property, shall pay a tax based on the entire gross receipts which are directly attributable to the business activities conducted within the city, and no minimum license tax shall be imposed upon any business location, nor shall such license tax be measured by the number of business locations or machines of the taxpayer within the city. The city may demand an audit of any such licensee and require him or her to submit a copy of the state sales and use tax return filed relative to such machines;

16. Child care center (as defined in Chapter 17.08 of this code) nine children and more: Fifty-one dollars and thirty-three cents per year;

17. Mechanical amusement device or amusement game machine: One hundred seventy-two dollars and seventy-three cents per device or machine per year;

18. Fortune telling, as regulated and defined in Chapter 5.44 of this code: Seven hundred eighty-eight dollars and sixty-two cents.

B. Except where otherwise stated, the tax imposed by this section shall be increased or decreased annually as of July 1st of each calendar year, commencing on July 1, 2026 ~~1979~~, in an amount equal to the increase or decrease from the base index in the then latest available consumer price index, as prepared and released by the U.S. Department of Labor, Bureau of Statistics, for the Los Angeles-Riverside-Orange County area. The last index published for the month of June 2009 ~~1978~~ shall be deemed to be the base index for the purpose of this section.

5.08.020 Additional tax based on gross receipts.

A. Each person engaged in a business, occupation or profession, in addition to the business license taxes imposed by Section 5.08.010, shall pay a business license tax based upon the annual gross receipts of such business, occupation or profession for the preceding calendar year, in accordance with the following schedule, plus eighty cents per one thousand dollars or fractional part thereof over one million dollars of all gross receipts:

Over	To and Including	Fee
$ 0	$ 25,000	$ 133.25
25,001	50,000	154.96
50,001	100,000	210.24
100,001	150,000	260.57
150,001	200,000	311.90
200,001	300,000	362.23
300,001	400,000	414.54
400,001	600,000	520.15

600,001	800,000	691.89
800,001	1,000,000	1,038.33
1,000,001	Over	1,380.82

B. The taxes imposed by this section shall be increased or decreased annually as of July 1st of each calendar year, commencing on July 1, ~~1979~~ 2026, in an amount equal to the increase or decrease from the base index in the then latest available consumer price index, as prepared and released by the U.S. Department of Labor, Bureau of Statistics, for the Los Angeles-Riverside-Orange County area. The last index published for the month of June ~~1978~~ 2009 shall be deemed to be the base index for the purpose of this section.

5.08.030 RESERVED. ~~Suspension of a portion of certain business license taxes.~~

~~A. Notwithstanding the provisions of Section 5.08.010(A)(2) of this code, during the period July 1, 2009 through and including June 30, 2010, the business license tax to be collected pursuant to that subsection, shall not exceed the following:~~

~~Residential property, excluding condominiums having an apartment house (as defined in Chapter 17.08 hereof) located thereon, with three or more dwelling units therein.~~	~~$150.00 per year, plus $50.00 for each additional unit over three~~

~~B. That during such time as this section of the Montebello Municipal Code is in effect, the amount of the business license tax imposed by said Section 5.08.010(A)(2) contrary to the amount above set forth, shall be suspended, and shall not be collected.~~

5.08.050 RESERVED. ~~Suspension of a portion of certain business license taxes.~~

~~A. Notwithstanding the provisions of Section 5.08.010(A)(17) of this code, during the period July 1, 2009, through and including June 30, 2010, the business license tax to be collected pursuant to that said subdivision, from persons engaged in the business of mechanical amusement devices or amusement game machines, shall not exceed the following:~~
~~Mechanical amusement device or amusement game machine: fifty-four dollars per device or machine per year.~~
~~B. That during such time as this section of the Montebello Municipal Code is in effect, the amount of the business license tax imposed by said Section 5.08.010(A)(17) contrary to the amount above set forth, shall be suspended, and shall not be collected.~~

5.08.060 RESERVED. ~~Suspension of a portion of certain business license taxes.~~
~~A. Notwithstanding the provisions of Section 5.08.020 of this code during the period of July 1, 2009, through and including June 30, 2010, the business license tax to be collected pursuant to that said section shall not exceed the following:~~

~~Each person engaged in a business, occupation or profession, in addition to the business license taxes imposed by Section 5.08.010 hereof, shall pay a business license tax based upon the annual gross receipts of such business, occupation or profession for the following schedule, plus forty-six cents per one thousand dollars or fractional part thereof over one million dollars of all annual gross receipts to five million dollars, and thirty-five cents per one thousand dollars or fractional part thereof over five million dollars, with the maximum not to exceed nine thousand three hundred seventy-six dollars.~~

~~Over~~	~~To and Including~~	~~Fee~~
~~$ 0~~	~~$ 25,000~~	~~$ 124.00~~
~~25,001~~	~~50,000~~	~~142.00~~
~~50,001~~	~~100,000~~	~~192.00~~
~~100,001~~	~~150,000~~	~~240.00~~
~~150,001~~	~~200,000~~	~~289.00~~
~~200,001~~	~~300,000~~	~~336.00~~
~~300,001~~	~~400,000~~	~~384.00~~
~~400,001~~	~~600,000~~	~~480.00~~
~~600,001~~	~~800,000~~	~~640.00~~
~~800,001~~	~~1,000,000~~	~~961.00~~
~~1,000,001~~	~~Over~~	~~1,324.00~~

~~B. That during such time as this section of the Montebello Municipal Code is in effect, the amount of the business license tax based on gross receipts imposed by said Section 5.08.020, contrary to the amount above set forth, shall be suspended, and shall not be collected.~~

SECTION 3. CEQA. The adoption of this Ordinance is not subject to California Environmental Quality Act (CEQA) because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The approval of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the approval of this Ordinance will have a significant effect on the environment.

SECTION 4. CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the

validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. EFFECT. If This Ordinance shall become effective thirty (30) days after its adoption.

SECTION 7. FILING. The City Clerk shall certify to the passage and adoption of this Ordinance, shall enter the same in the book of original ordinances of the City and shall make a minute of the passage and adoption thereof in the records of the meeting at which the same is passed and adopted. Before the expiration of the fifteenth (15) days after the passage of this Ordinance, the City Clerk shall cause the same to be posted in three (3) public places within the City of Montebello in a manner required by law.

PASSED, APPROVED, AND ADOPTED THIS 14TH DAY OF JANUARY 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 12th day of November 2025, and was adopted by the City Council of the City of Montebello at its meeting held on the 14th day of January 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

SUBJECT: **APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4001 WITH ALLTECH INDUSTRIES INC. FOR THE PROVISION OF CROSSING GUARD SERVICES**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4001 with Alltech Industries, Inc. for the provision of Crossing Guard Services; and
2. Authorize the City Manager to execute the Amendment to the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The pricing in Agreement No. 4001 is based upon the provision of five (5) crossing guards compensated for an average of three (3) hours per day, for 180 school days annually. The annual not to exceed amount for Fiscal Year 2025-26 is $81,000. Funds for crossing guard services are currently budgeted in the Police Department's Fiscal Year 2025-26 budget (Account No. 100-80-810-6040.10, General Fund, Police, Traffic, Other Contract Services). Therefore, no budget amendment is required as part of the recommended actions. It should be noted that Montebello Unified School District (MUSD) reimburses the City for ten percent (10%) of the expenses related to this agreement.

BACKGROUND/DISCUSSION:

The Montebello Police Department released a Request for Proposal (RFP No. 22-9) on May 12, 2022 for crossing guard services. The RFP asked for providing all labor for crossing guard services at five (5) locations for three (3) hours a day, for one hundred and eighty days a year (180).

Consistent with the Municipal Code and procurement policies, the RFP was posted on *www.PlanetBids.com* and on the City's website. The RFP included detailed information on the services needed, the scope of work, the proposal submission process, closing date and time, and other applicable submittal requirements.

On June 22, 2022, the City executed an agreement with Alltech Industries Inc. for Crossing Guard services at an annual amount not to exceed $81,000 for an initial three-year term. Due to their satisfactory performance, Staff is recommending the City Council exercise the one-year term extension option under Section 2 of Agreement No. 4001 (Attachment B), extending the term to June 30, 2026.

ENVIRONMENTAL:

N/A

ANALYSIS:

Due to the term date of the proposed amendment, staff will request authorization to issue a Request for Proposals (RFP) for Crossing Guard Services at a subsequent City Council meeting. Upon receipt and evaluation of proposals, staff will return to City Council at a future date to recommend award of an agreement. Depending on the terms and costs of the agreement awarded, staff will recommend a budget amendment if service costs differ from current expenditures. Amendment No. 1 (Attachment A) allows for the continuance of crossing guard services through the current school year.

The purpose of the future RFP will be to solicit proposals from qualified vendors to provide comprehensive crossing guard services. The scope of work includes the provision of crossing guard services at five (5) designated locations for approximately three (3) hours per day and encompasses all required duties, responsibilities, supervision, training, equipment, and compliance with applicable regulations necessary to fully perform the services.

SUMMARY:

Staff recommend that the City Council approve Amendment No. 1 (Attachment A) to Agreement No. 4001 with Alltech Industries, Inc. for crossing guard services through June 30, 2026. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - Alltech Industries Agr. No. 4001 Amendment No. 1
2. Attachment B - Agr. No. 4001 - Alltech Industries

ATTACHMENT A

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4001
WITH ALLTECH INDUSTRIES, INC.

This Amendment No. 1 to the Professional Services Agreement No. 4001 ("Amendment No. 1"), is made and entered into this 14th day of January, 2026 ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and ALLTECH INDUSTRIES, INC. (hereinafter referred to as the "CONSULTANT"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the CONSULTANT and the CITY entered into that certain Agreement to retain a qualified professional consultant to provide crossing guard services for the CITY, dated July 1, 2022 ("Agreement");; and

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

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

WHEREAS, the Parties desire to exercise the first of the provided two (2), one (1) year term extensions (expiring June 30, 2026) set forth in Section 3 of the Agreement; and

WHEREAS, the Parties desire to increase the maximum compensation allowable under the Agreement, attached hereto as Exhibit "B-1" and incorporated into the Agreement by this Amendment No. 1; and

WHEREAS, for the reasons set forth herein, the CITY and CONSULTANT desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. RATE SCHEDULE. The Agreement shall be amended to include the updated rate schedules attached as Exhibit "B-1" to this Amendment No. 1.

SECTION 3. EXTENSION OF TERM. Section 3(a) of the Agreement is hereby amended in its entirety to read as follows:
"This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further described below) by the CITY and shall expire four (4) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1) one-year extension upon such terms and conditions mutually agreed upon by the Parties in writing."

SECTION 4. INCORPORATION OF REMAINING TERMS. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**ALLTECH INDUSTRIES, INC.**
_____	_____
Raul Alvarez, City Manager	Hilda Perez, President

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

Exhibit B-1 – Schedule of Compensation

EXHIBIT B-1

Schedule of Compensation

FY 2025-26 - $81,000

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4001 WITH ALLTECH INDUSTRIES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **JULY 1, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ALLTECH INDUSTRIES, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide crossing guard services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 22-9
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Crossing Guard Services in the City of Montebello (May 2022) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the

compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days

prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

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

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

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

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

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

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

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

CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall

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

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: rbobadilla@cityofmontebello.com
With a copy to:	City of Montebello – Police Department Attn: Paul Espinosa, Chief of Police 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: bkeller@cityofmontebello.com
If to Consultant:	Alltech Industries, Inc. Attn: Hilda Perez- President 301 E. Pomona Blvd. Suite B Monterey Park, CA 91755 Email: hperez@alltechguards.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

René Bobadilla, City Manager

("CONSULTANT")

Alltech Industries, Inc.

Hilda Perez, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Alltech Industries Inc. Proposal to RFP 22-9

EXHIBIT "B"

Schedule of Compensation

FY 2022-23 - $81,000

FY 2023-24- $81,000

FY 2024-25- $81,000

EXHIBIT "C"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement,

Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or

incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

EXHIBIT "D"

Live Scan Fingerprinting Requirements

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

ALLTIND-01 HPILAPIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

CONTACT NAME: Alfredo Enriquez
PHONE (A/C, No, Ext): (323) 923-3457 FAX (A/C, No):
E-MAIL ADDRESS: aenriquez@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Summit Specialty Insurance Company	16889
INSURER B : State Compensation Ins Fund	35076
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alltech Industries, Inc.
301 E. Pomona Blvd. Suite B
Monterey Park, CA 91755

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		SCGL005000027300	3/20/2022	3/20/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			SXCS005000007100	3/25/2022	3/25/2023	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		9218054-2022	3/17/2022	3/17/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Montebello, its officers, employees, agents and volunteers are included as Additional Insured in regards to General Liability per attached endorsement.

CERTIFICATE HOLDER

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERICAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**. The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability All other terms and conditions remain unchanged.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERICAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**. The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ashley Kyes	
Think Ins. & Financial Services	PHONE (A/C, No, Ext): (909)784-2294	FAX (A/C, No):
300 S. Park Ave.. Ste. 903	E-MAIL ADDRESS: Ashley@think-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Pomona CA 91766	INSURER A : INFINITY SELECT INS. COMPANY	20260
INSURED	INSURER B :	
Alltech Industries, Inc.	INSURER C :	
	INSURER D :	
P.O. Box 4042	INSURER E :	
Montebello CA 90640	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY	Y	Y	504581038526001	02/16/2022	02/16/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Montebello and its officers, employees, servants, volunteers and agents and independent contractors are included as additional insureds with respects to the auto liability policy coverages. 30 days written notice of cancellation; 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ashley Kyes

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ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4215 WITH MCA CONSULTANTS FOR SOLID WASTE MANAGEMENT SERVICES**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4215 between the City of Montebello and MCA Consultants to increase contract compensation by $30,000; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of Amendment No. 1 t(Attachment A) to Professional Services Agreement No. 4215 (Attachment C) will increase the not-to-exceed amount by $30,000 for a total amount of $129,695. Sufficient funds are included in the Fiscal Year 2025-26 adopted budget and will be payable from Account No. 100-30-730-6040.95 (General, Public Works, AB939, Contract Services – Other Professional Services). This amendment will not require additional appropriations or impact the General Fund beyond what has been budgeted.

BACKGROUND/DISCUSSION:

On May 9, 2024, the City released a Request for Proposal (RFP) (Attachment B) for Solid Waste Management Services to support ongoing compliance with applicable federal, state, and local solid waste and recycling regulations, including Ordinance No. 2445, Resolution No. 20-97, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383.

Following the RFP process, the City awarded a contract to MCA Consultants, who has performed exceptionally and demonstrated expertise throughout the term of the agreement.

The City currently maintains a franchise agreement with Athens Services for residential solid waste collection. Under the terms of this agreement, a comprehensive audit of residential solid waste and recycling services is required to verify service levels, compliance, and reporting accuracy. This audit is a necessary component of the City's oversight responsibilities and regulatory compliance efforts.

To satisfy this audit requirement, MCA Consultants has proposed additional services to conduct a complete review and assessment of residential solid waste and recycling services citywide. The proposed audit will be completed within sixteen (16) weeks of authorization. This expanded scope was not included in the original agreement with MCA and therefore requires an amendment to Agreement No. 4215 (Attachment C).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Approval of Amendment No. 1 (Attachment A) will allow MCA Consultants to perform a required comprehensive residential solid waste and recycling franchise audit in accordance with the City's agreement with Athens Services and applicable regulatory requirements. The additional cost of the audit is $30,000, increasing the not-to-exceed amount to $129,695. Funds for these services are budgeted for Fiscal Year 2025–26 and will support the City's continued compliance with state-mandated solid waste diversion and organic waste regulations. Staff recommends approval of the amendment to ensure timely completion of the required audit and continued effective solid waste management oversight.

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement No. 4215
2. Attachment B - Exhibit B-1 Comprehensive Residential Solid Waste and Recycling Franchise Audit Proposal - MCA Consultants
3. Attachment C - Agreement No. 4215 - MCA Consultants

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4215
WITH MCA CONSULTANTS

This Amendment No. 1 to the Professional Services Agreement No. 4215 ("Amendment No. 1"), is made and entered into this 14th day of January, 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and MCA CONSULANTS (hereinafter referred to as the "CONSULTANT"). The City and the CONSULTANT are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the CONSULTANT and the CITY entered into that certain Agreement No. 4215 to which CITY retained CONSULTANT to provide oversight of City programs relating to Solid Waste Management Services;

WHEREAS, the Parties desire to increase the total not-to-exceed compensation by $30,000 for the entire term of the Agreement, and, in connection with such increase, a description of services shall be added to the Agreement as Exhibit B-1; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. TERM. Section 2(A) of the Agreement is hereby amended in its entirety as follows:

"All terms, conditions, requirements, and provisions of the services in RFP 24-18 and CONSULTANT's responses, as such is set forth fully in **Exhibit "B"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. **Exhibit "B-1"** incorporated fully herein by this reference and shall be binding on the Parties to provide additional services in an amount not to exceed Thirty Thousand Dollars ($30,000). To the extent of a conflict between the terms of the Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern."

SECTION 2. INCORPORATION OF REMAINING TERMS. Except as expressly modified by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**MCA CONSULTANTS**
Raul Alvarez, City Manager	Jeff Camera, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Exhibit B-1

Comprehensive Residential Solid Waste and Recycling Franchise Audit Proposal

(Based on Agreement No. 4279 Between City of Montebello and Athens Services)

Prepared for

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

Prepared By

MCA CONSULTANTS
BRIDGING THE GAP

JCamera.mcaconsultants.com
(866) 377-6754

November 12, 2025

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Introduction

The City of Montebello approved Agreement 4279 between the City of Montebello and Arakelian Enterprises, Inc. (DBA Athens Services) for the collection, processing, and management of residential solid waste, recycling, and organics services. Approved on October 23, 2024, Agreement No. 4279, executed between the City and Athens Services, defines the terms of this relationship and the mandatory services to be provided. It also sets forth the financial obligations Athens owes to the City, the service standards it must uphold for residents, and the regulatory requirements it must meet under California law.

For residents, the timely curbside collection of trash, the availability of recycling and organics bins, the responsiveness to bulky item requests, and the clarity of communication of inquiries are all key aspects of the franchise to be audited. For the City, the accuracy of franchise fee payments, assurances of service, the timely completeness of reports, and the assurance that state mandates are being met are also vital components that will be audited to determine compliance. The proposed audit services we have set forth aligns the Agreement and policy goals into enforceable obligations.

Since the service Agreement is only as strong as its oversight, the City purposely included an audit provision to ensure compliance with all operational, financial, and regulatory aspects of the Agreement to make certain that the City's interests are protected and that residents are receiving the services they are promised. This proposal outlines a comprehensive audit of Athens Services' performance under Agreement No. 4279 and the Montebello Municipal Code to explain not only what will be done, but why it matters to Montebello and its residents.

Purpose of the Audit

Since 1984, Athens Services has been the exclusive solid waste hauler for the City of Montebello's residential solid waste, responsible for collecting trash, recyclables, and bulky items from homes and businesses. With such a long-standing relationship, the City recognizes the importance of periodically reviewing the partnership to ensure that services remain fair, efficient, and compliant with both local agreements and state law. The audit provisions of Agreement No. 4279 were incorporated to provide that assurance.

The audit begins with a close look at collections. Since Athens' trucks and crews are the backbone of daily service, the audit will evaluate and confirm if routes are being completed on schedule, missed pickups are minimal and being addressed, and if residents are receiving the reliable service outlined in the Agreement and set forth by the City. This part of the audit is focused on operational consistency and responsiveness to community needs.

Directly associated with collection are the regulatory aspects of the Agreement. The audit will address regulatory compliance, particularly California's environmental mandates, legislation, and the City's diversion requirements of 75 percent. Laws such as SB 1383 require cities and their haulers to divert organic waste, recover edible food, and reduce greenhouse gas emissions. The audit will verify Athens' programs and practices to ensure that the program provided to Montebello are meeting these obligations and avoiding the potential for costly state penalties.

Beyond compliance, the audit process will measure performance. This aspect is intended to evaluate Athens' customer service, complaint resolution, and overall responsiveness. Among the questions to be evaluated include but are not limited to: Are residents' concerns being addressed in a timely fashion? Do the resolution standards meet customer expectations? Are service standards being upheld? to name a few. These and other questions, along with performance metrics, will provide a clear picture of how well Athens is serving the community beyond the mechanics of collection.

The final phase of the audit is the financial review. This phase has been placed near the end so that a full and complete analysis can be conducted of the first year of the Agreement. Under the Agreement, Athens pays franchise fees to Montebello based on its revenues, and those funds support vital City services. The audit will examine Athens' financial documents to verify that revenues were reported accurately and that the City was receiving its full apportionment of fees. This financial accountability is critical to protecting public funds and ensuring transparency in how ratepayer dollars are managed.

The audit will also review rates charged to residents and businesses to ensure that the rate structures are aligned with the actual costs of service identified in the Service Agreement. This will ensure that Montebello's ratepayers are not being overcharged and that any additional fees charged to residents are justified by operational needs or regulatory requirements and identified under the Agreement.

Finally, the audit will bring all aspects together under the umbrella of contract compliance with the Franchise Agreement itself. Athens' obligations are spelled out in detail from reporting requirements to service delivery standards. The audit will confirm whether those obligations were met in full, ensuring that the contract is adhered to and the City's interests protected.

The intent of the audit is not simply an exercise in oversight. It is designed to safeguard the City of Montebello and its residents. By examining collections, finances, regulatory obligations, performance, rates, and compliance, the City will be able to affirm its commitment to accountability, environmental responsibility, and fair service. For Athens, the audit is an opportunity to demonstrate transparency and reinforce its role as a trusted partner in the community's waste management system.

Methodology

Planning and Agreement Scoping

Phase 1

The first phase of the audit will be devoted to planning and Agreement scoping, laying the foundation for a thorough and defensible audit review. Because MCA was directly involved in drafting Agreement No. 4279 and supported the City during its negotiation and approval process, we bring a unique familiarity with the contract's provisions, obligations, and remedies. This knowledge will be leveraged to develop a comprehensive audit framework that lists each contractual obligation, the associated performance metrics, and the remedies available to the City in the event of non-compliance. By structuring the audit in this way, every test and verification step will be explicitly tied back to the Agreement, ensuring that findings are not only accurate but also contractually relevant.

MCA will convene kickoff meetings with City staff to confirm priorities, clarify expectations, and identify any areas of concern that should receive heightened attention. These meetings will also establish communication protocols and data transfer procedures that will govern the audit, ensuring that information flows securely, efficiently, and in a manner that supports timely analysis.

To further strengthen the process, MCA will prepare a pre-audit package. This package, developed in consultation with and approved by the City, will be transmitted to Athens Services in advance of the audit process. It will clearly outline the categories of information required, the specific data sets and records to be produced, and the format in which they should be delivered. Athens will be asked to certify that the requested information is available and will be provided prior to the audit dates. This proactive step will minimize delays, reduce the risk of incomplete submissions, and ensure that the audit team has access to the full range of documentation necessary to conduct a comprehensive review.

By developing the preaudit package in the initial planning phase, the City and MCA will establish a strong foundation for the audit, ensuring that the process and findings are orderly, transparent, and firmly anchored in the requirements of Agreement No. 4279. This process will also make certain that the review delivers meaningful findings, insights, and actionable recommendations, if necessary.

Phase 2

The second phase of the audit will focus on data intake and validation, one of the steps in ensuring that the audit review is grounded in accurate information. Athens Services will be formally requested to provide a comprehensive set of records as specified in the Agreement, which may include, but not limited to, financial statements, detailed billing and remittance data, route completion logs, tonnage and diversion reports, contamination notices, and customer service records. These datasets represent the operational and financial backbone of the franchise, and their completeness and accuracy are essential in conducting a complete audit.

Once received, the data will undergo a structured validation process. This will include confirming that all required records have been provided for the full audit period, that the information is internally consistent, and that it aligns with the definitions and reporting requirements set forth in Agreement No. 4279. For example, financial records will be cross-checked against deposit statements and franchise fee remittances; route logs will be compared to service schedules; and tonnage reports will be reconciled with state-mandated reporting categories and City required reports.

The validation process will also include identification of missing information, fields, duplicate entries, or unexplained variances. Where discrepancies are identified, Athens will be asked to provide clarification or supplemental documentation. This process ensures that the audit team is working with a dataset that is both complete and reduces the risk of errors and strengthens the credibility of the final findings.

By the conclusion of this phase, the City will have assurance that the information being analyzed is accurate, comprehensive, and directly aligned with the obligations of Agreement No. 4279. This foundation will be included with other phases of the audit including financial reconciliation, operational performance review, regulatory compliance assessment, and customer service evaluation.

Phase 3

The third phase of the audit will consist of fieldwork and analysis, where the planning and data collection efforts are translated into substantive findings. During this phase, the audit moves from preparation to verification, comparing Athens Services' performance against the financial, operational, and regulatory requirements of Agreement No. 4279.

During the financial portion of the audit, detailed reconciliations will be performed to ensure that Athens' reported revenues align precisely with deposit records and franchise fee remittances. This process may involve tracing revenues from billing through to actual deposits and payments to the City, confirming that the franchise fees have been calculated correctly, remitted in full, and delivered on time. Any discrepancies will be identified, investigated, and documented in order to clear any identified clerical errors, systemic issues, or misinterpretations of the Agreement's provisions.

Operational data will be analyzed to determine whether Athens is meeting the service standards set forth in Agreement 4279. Route completion logs will be compared against scheduled service days, exception codes will be reviewed to identify recurring service issues, and recovery times will be measured against the Agreement's requirements for timely resolution of missed collections. Bulky item service records will also be examined to ensure that requests are being fulfilled within the prescribed timelines, and cart delivery and maintenance logs will be reviewed to verify that residents are receiving prompt and adequate support.

When necessary, regulatory reports will be traced back to their source data to confirm accuracy and completeness. This will include verifying tonnage reports, diversion rates, and contamination data, ensuring that the information submitted to the City reflects actual performance. Where discrepancies are identified, Athens will be asked to provide clarification or supporting documentation, and recommendations will be made to strengthen internal quality assurance processes.

Where appropriate, field observations will be conducted to corroborate reported performance. These may include spot checks of collection routes, verification of bulky item pickups, or observation of cart conditions in the field. Such observations provide verification, ensuring that the data provided by Athens accurately reflects the service experienced by residents and expectation of the City.

Phase 4

The fourth and final phase of the audit will center on reporting and corrective action planning, where the results of the financial, operational, regulatory, and customer service reviews are combined into a clear, actionable framework for the City. At this stage, all findings will be carefully mapped to the relevant sections of Agreement No. 4279, ensuring that every conclusion is firmly grounded in the contract's language and obligations. This approach not only strengthens the credibility of the audit but also provides the City with a direct correlation between the Agreement's requirements and Athens Services' actual performance.

The audit report will be presented in a narrative format that highlights key themes, supported by detailed evidence and data analysis. Each section will identify areas of compliance, areas of partial compliance, and areas of non-compliance, with explanations of the potential risks or impacts to the City. The report will also include a compliance matrix, allowing City staff and City Council to ascertain how Athens' performance aligns with the obligations of Agreement 4279.

If necessary, this phase will produce a Corrective Action Plan (CAP). The CAP will move beyond identifying problems to providing solutions. For each finding, the plan will specify the recommended corrective action required, the responsible party (whether Athens, the City, or both), the timeline for completion, and the method of verification. This ensures that recommendations are not abstract but instead are practical, measurable, and enforceable.

The CAP will also be aligned with applicable notice and cure provisions of Agreement 4279. Where the Agreement provides Athens with an opportunity to remedy deficiencies within a defined period, the CAP will incorporate those timelines and processes. This alignment ensures that the City's oversight actions are consistent with the contract, protecting the City's legal position while also giving Athens a fair and transparent path to compliance.

Finally, the reporting phase will include a presentation of findings to City staff and, if desired, the City Council. This presentation will present the audit's conclusions into clear, accessible language, supported by visuals and summaries that highlight the most important issues and recommendations. The goal is to provide City staff with the information needed to determine Athens accountability, strengthen oversight, and ensure that residents receive the high-quality service they are promised under Agreement 4279.

By the conclusion of this phase, the City will not only have a comprehensive record of Athens' performance but also a roadmap for improvement, if necessary. The combination of a detailed audit report, a contract-aligned corrective action plan, and a clear presentation of findings will provide Montebello with the tools it needs to enforce Agreement 4279 effectively and to safeguard the interests of its residents.

Operational Performance

Operational performance is one of the core aspects of the City's Agreement with Athens Services under Agreement No. 4279. While financial compliance ensures that the City receives the revenues it is due, it is the day-to-day delivery of services that most directly determines compliance with the service standards. For this reason, this audit will devote significant attention to evaluating Athens' operational practices and outcomes, using both quantitative data and qualitative observations to determine whether service standards are being met.

The evaluation will begin with a detailed review of route completion logs, exception codes, and recovery times. These records will provide insight into whether weekly collections occur as scheduled, how often exceptions or missed services are recorded, and how quickly Athens responds when a service is missed. Agreement No. 4279 sets clear expectations for timely recovery, and the audit measures Athens' performance against those benchmarks. Chronic delays or repeated misses in certain neighborhoods and districts will be identified, and the adequacy of Athens' corrective actions is assessed.

Another important component of operational performance is cart delivery and maintenance. Residents rely on carts that are functional, clean, and appropriately sized for their needs. The audit will examine Athens' records to verify whether new carts were delivered within required timeframes, whether damaged carts are repaired or replaced promptly, and whether inventory controls are sufficient to prevent shortages or delays. Field observations may be conducted to confirm that carts in use are properly labeled and in good condition.

The audit further evaluates Athens' implementation of diversion programs. Agreement No. 4279 incorporates the City's obligation to comply with California's recycling and organics mandates, and Athens plays a central role in achieving those goals. The audit will review how new programs have been rolled out, whether participation rates are increasing, and whether contamination reduction strategies are applied consistently across all residential collection districts. Closely related is Athens' handling of construction and demolition (C&D) waste, a portion of the waste stream that is often underreported or plagued by unlicensed haulers. Proper diversion is critical to meeting state requirements, and the audit will examine Athens' tracking, diversion practices, and reporting of C&D tonnage.

Bulky item collections are another area of focus. The audit will measure the time between resident requests and actual pickups, evaluate whether Athens meets prescribed service timelines, and will identify any patterns of repeat requests or missed pickups. Because bulky items left at the curb can quickly become a source of neighborhood blight, the audit assesses Athens' responsiveness to abandoned item reports and its coordination with the City to ensure that these items are removed quickly and efficiently.

Finally, the audit will review Athens' public outreach programs. Agreement No. 4279 requires Athens to educate residents about recycling, organics, contamination reduction, and proper set-out practices. The audit evaluates the frequency, clarity, and accessibility of outreach materials, with particular attention to multilingual communication and outreach to multifamily properties.

Taken together, these areas of review will provide the City with a comprehensive assessment of Athens' operational performance. The audit will not only determine whether Athens is meeting the minimum service standards outlined in Agreement No. 4279 but also highlights opportunities for improvement. By identifying strengths, weaknesses, and recurring issues, the City is better positioned to enforce accountability, strengthen oversight, and ensure that residents receive the high-quality services expected by the City.

Regulatory Adherence

Regulatory adherence is one of the most critical dimensions of Agreement No. 4279 because it ensures that Athens fulfills its obligations under California's environmental laws while being held accountable for the responsibilities outlined in the Franchise Agreement. The Agreement not only incorporates a wide range of statutory and regulatory requirements, but it also defines various aspects of as compliance both as a matter of legal necessity and a contractual duty.

At the center of this review is Senate Bill 1383 (SB 1383), California's legislation designed to reduce greenhouse gas emissions by diverting organic waste from landfills. SB 1383 requires jurisdictions to provide universal organics collection, implement contamination reduction strategies, and establish systems for edible food recovery. The audit examines whether Athens has extended organics service to all eligible households, including multiple family residential properties, and whether participation is actively encouraged through outreach and education. Athens' records will be reviewed to confirm that contamination notices are issued consistently, that follow-up actions are documented, and that residents receive clear guidance to correct improper practices. Effectiveness will be measured not only by compliance but also by whether contamination rates decline over time, demonstrating that enforcement and education are producing tangible results.

The terms of the Agreement also mandate a mandatory residential recycling program, requiring residential and multifamily properties to implement recycling practices. The audit will evaluate Athens' implementation of these programs, focusing on participation rates, contamination monitoring, and the challenges faced by multifamily properties, those properties with limited access and space. Special attention will be given to whether Athens applies contamination reduction strategies consistently across all customer classes, districts, and areas ensuring that diversion goals are met equitably throughout the City.

Public education and outreach are also central to regulatory adherence. Agreement No. 4279 requires Athens to conduct ongoing campaigns that inform residents about proper recycling and organics practices. The audit will evaluate the clarity, accessibility, and frequency of these efforts, with particular emphasis given to multilingual communication that reflects Montebello's diverse population. Outreach materials will be reviewed for cultural relevance and distribution methods to ensure that residents are adequately informed and engaged. The audit also considers whether Athens tailors outreach to multifamily properties and property management companies, where education is often more complex due to shared bins, limited space, and varying levels of resident engagement.

Equally important is the accuracy of Athens' reporting, which the City relies upon to demonstrate compliance with state diversion and organics mandates. Reported diversion rates, tonnage figures, and contamination data are traced back to source records to confirm accuracy and completeness. Any discrepancies found will be documented and recommendations made to strengthen the quality assurance processes. These may include, but are not limited to, improvements to data collection methods, enhanced internal review procedures, and clearer documentation protocols to ensure that the City receives reliable information on an ongoing basis.

Finally, the audit will consider the risks of non-compliance. Failure to meet SB 1383 or related mandates can expose Montebello to financial penalties and operational disruptions if corrective actions are imposed by the state. By thoroughly auditing Athens' compliance, we will assist the City in reducing these risks and ensuring that its waste management system remains aligned with California's environmental priorities.

The regulatory review under this audit will provide Montebello with a comprehensive understanding of Athens Services' adherence to SB 1383, AB 341, AB 1826, and related mandates. It will confirm whether required programs are in place, contamination reduction strategies are effective, outreach is accessible and multilingual, organics and food programs are supported, and reporting is accurate. By doing so, the audit not only insulates the City from

potential penalties but also advances Montebello's broader environmental goals of waste reduction, resource recovery, and community sustainability.

Financial Compliance

Financial compliance is one of the most critical components of the City of Montebello's audit of Agreement No. 4279. Franchise fees generated under this Agreement represent a significant and stable revenue stream for the City, directly supporting essential municipal services such as solid waste collection, recycling, and organics programs. Because these revenues are contractually defined and legally binding, strict adherence to the financial provisions of Agreement No. 4279 is necessary to safeguard the City's fiscal health and ensure that residents are billed fairly and transparently.

This section of the audit will begin with a comprehensive reconciliation of Athens Services' reported revenues against independent financial records. This process will trace revenues from the point of billing through to deposits and remittances made to the City. By examining audited financial statements, bank deposit records, and remittance schedules, the audit will confirm whether Athens' reported figures align with actual deposits and payments. Any discrepancies between reported amounts and underlying financial records will be identified, investigated, and documented. This reconciliation will provide the City with a clear and defensible assessment of whether it is receiving the full consideration required under the Agreement.

Equally important is the verification of franchise fee calculations. Agreement No. 4279 specifies how fees must be calculated, including which categories of revenue are to be included or excluded. The audit will confirm whether or not Athens is applying the correct revenue base, consistently following contractual definitions and properly documenting any adjustments. Special attention will be given to surcharges, pass-through costs, and other adjustments, which must be explicitly authorized by the Agreement. The timeliness of payments will also be reviewed to ensure that the City is not disadvantaged by delays. Where late payments are identified, the audit will verify whether interest or penalties have been applied in accordance with contractual provisions.

Because the majority of residential services are collected through the property tax roll, the audit will also examine billing practices for customers billed directly, including single-family and multifamily accounts. Samples of customer bills will be reviewed to verify that rates charged match the schedules outlined in the Agreement's exhibits. This analysis will confirm whether adjustments are transparent and accurate and whether any unauthorized charges have been levied. By examining billing practices at the customer level, the audit will protect both the City's financial interests and residents' rights, ensuring that charges are fair, consistent, and contractually compliant.

Where irregularities or inconsistencies are identified, the audit will go beyond documentation to analyze their root causes. This assessment will determine whether discrepancies stem from isolated clerical errors, systemic misapplications of rates, or other factors affecting Athens' billing and reconciliation controls. The potential impact of these issues on City revenues and resident billing will be evaluated, providing the City with a clear understanding of both the scale and significance of any problems. Based on these findings, the audit will develop recommendations aimed at strengthening Athens' internal controls, improving reconciliation processes, and enhancing the accuracy and reliability of financial reporting

At the conclusion of this financial review, the City of Montebello will have a comprehensive and defensible assessment of Athens Services' financial compliance under Agreement No. 4279. The audit will verify whether franchise fees are being calculated and remitted properly, whether residents are being billed fairly, and whether the City's financial interests are fully safeguarded. Where gaps are identified, the audit will provide practical, contract-aligned remedies to ensure that such issues do not recur. In doing so, the audit will not only protect the

City's fiscal health but also reinforce public confidence in the fairness and transparency of its solid waste and recycling programs.

Customer Service and Equity

In Montebello the success of Agreement No. 4279 is measured not only by financial reconciliations and operational metrics, but by the way residents experience their daily service. For households across the city, trust in the franchise depends on whether Athens Services responds promptly to concerns, communicates clearly, and delivers service equitably. Recognizing this, the audit will place significant emphasis on the human side of the contract: how Athens manages complaints, supports residents through its call center, and ensures that every neighborhood receives fair and respectful treatment.

The audit will begin with the views of residents themselves, captured in complaint logs. These records reveal recurring frustrations: missed collections in certain areas, delays in bulky item pickups, or repeated problems with carts. Each entry is more than a statistic. It is a reflection of whether Athens is attentive to the needs of the community. By tracing patterns in these logs, the audit will uncover whether problems are isolated or systemic and whether Athens has taken meaningful steps to resolve them. The timeliness and quality of responses will be scrutinized because a complaint left unresolved erodes confidence far more than a single missed pickup.

From there attention turns to the call center, the frontline of customer service. Agreement No. 4279 requires Athens to maintain responsive communication, and the audit will measure this through indicators such as wait times, abandonment rates, and first-call resolution. These numbers tell a story of their own: whether residents can reach a representative quickly, whether their concerns are addressed without repeated follow-up, and whether complex issues are escalated and resolved effectively. The audit will compare these outcomes against contractual standards to determine if Athens is meeting its obligations and delivering service that residents can rely on.

Equity runs through every part of this review. Montebello is a diverse community, and the audit will ask whether Athens provides multilingual support, culturally appropriate outreach, and accommodations for seniors, residents with disabilities, and households with limited English proficiency. Outreach materials will be examined for clarity and accessibility, with particular attention to whether they are distributed broadly enough to reach every segment of the city. In neighborhoods where collection logistics are more complex, the audit will look closely at whether service remains consistent and fair.

By weaving together the quantitative evidence of complaint and call center data with the qualitative insights from outreach practices, the audit will present a comprehensive picture of Athens' customer service performance. The goal is not simply to confirm whether Athens meets the minimum requirements of Agreement No. 4279, but to highlight opportunities for improvement that strengthen responsiveness, build trust, and ensure that every household in Montebello receives the respectful, inclusive service it deserves. In doing so, the City will be better positioned to uphold the promise of the franchise and reinforce the bond between residents and the system designed to serve them.

Deliverables

The City will receive a narrative final report that ties each finding to the relevant section of Agreement 4279. The report will include a compliance matrix, financial reconciliation results, service quality assessments, regulatory compliance analysis, and customer service evaluation. A corrective action plan will specify actions, responsible parties, timelines, and verification steps. If requested, a presentation will be prepared for the City Council and the public, summarizing key findings and recommendations.

Conclusion

Agreement No. 4279 is designed to ensure residents will receive consistent, equitable, and environmentally responsible waste management services. This audit will evaluate compliance with the Agreement. By reconciling revenues, measuring service performance, verifying regulatory compliance, and evaluating customer service, the City will gain a clear, defensible assessment of Athens Services' performance.

Where Athens is meeting its obligations, the audit will provide reassurance. Where gaps exist, it will provide remedies. In either case, the outcome will be greater accountability, stronger oversight, and better service for the people of Montebello.

Timeline

Following the City's approval, MCA will, within a two-week period, deliver a detailed and comprehensive timeline to the City for review and approval. This timeline will outline the audit provisions and encompass the full scope of services as defined in the Agreement. The purpose of this submission is to facilitate the City's review and secure their approval of the proposed audit framework.

Given the complexity and breadth of the audit, as well as its strategic alignment with the anniversary of the franchise award to Athens Services, MCA anticipates that the audit will be executed in a series of structured phases. These phases, previously referenced in the planning documentation, are expected to unfold over an estimated duration of sixteen (16) weeks. Each phase will be designed to ensure thorough analysis, transparency, and compliance with all contractual and regulatory obligations.

Cost Proposal

As part of our proposal, the cost proposal outlined below represents a complete financial overview aligned with the full scope of services described above for a not to exceed cost of Thirty-Thousand Dollars ($30,000.00). This cost proposal has been prepared to ensure transparency, fiscal accountability, and consistency with the goals and deliverables defined in the proposal. All projected costs associated with service execution are included, and each item has been carefully reviewed for accuracy and efficiency with pricing directly reflecting our current contracted rates with the City, ensuring a fair and cost-effective approach.

We are committed to maintaining clear and responsive communication throughout the audit process. Therefore, should the City require further clarification, adjustments, or supporting documentation, we are fully prepared to provide prompt and thorough responses.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Respectfully,

J. Camera

Jeff Camera
President

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4215
WITH MCA CONSULTANTS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 24, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **MCA CONSULTANTS** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified consultant to provide oversight of City programs relating to Solid Waste Management Services; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 18 on May 9, 2024; and

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the CONSULTANT will meet the requirements in a satisfactory manner.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. RFP 24 - 18
c. CONSULTANT's Proposal
d. 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 services in RFP 24 – 18 and CONSULTANT's responses, as such is set forth fully in **Exhibit "B"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods, with mutual written agreement from both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

b. All data, documents, discussion, or other information developed or received by the

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

Termination:. The CITY shall have the option, at its sole discretion to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Professional Liability insurance appropriate to the CONSULTANT's profession, with limit no less than $1,000,000 per occurrence and $2,000,000 aggregate.

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

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

d. The policy or policies required by this Agreement shall be issued by an insurer admitted

in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

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

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

City of Montebello
Attn: Risk Management
1600 West Beverly Boulevard
Montebello, CA 90640

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

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

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

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

k. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers,

employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.
Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and

costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Consultant:	MCA Consultant Jeffrey A. Camera, President 2111 Mt. Shasta Dr., San Pedro, CA 90732 (866) 377-6754 Email: Jcamera@mcaconsultants.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

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

("CITY") ("CONSULTANT")

CITY OF MONTEBELLO **MCA CONSULTANTS**

Raul Alvarez, City Manager

Jeff Camera
Jeff Camera (Jul 10, 2024 21:02 EDT)

Jeffrey A. Camera, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-18
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

Exhibit "A"

CITY OF MONTEBELLO

Request For Proposal

RFP No. 24-18

SOLID WASTE MANAGEMENT SERVICES

Municipal Contract Administrators, Inc
(MCA Consultants)

Jeffrey A. Camera, President
2111 Mount Shasta Drive
San Pedro, CA 90732

(866) 377-6754

jcamera@mcaconsultants.com

Proposal Date
June 7, 2024

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City of Montebello
Solid Waste Management Services
RFP No. 24 – 18

June 7, 2024

City of Montebello
Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1462
Contact E-Mail: croldan@montebelloca.gov

SUBJECT: RFP 24-18 – SECTION 1 - LETTER OF INTEREST

Mr. Roldan,

On behalf of MCA Consultants, please accept this proposal as our sincere interest in being considered under RFP 24-18 to provide the City of Montebello with professional solid waste management services. For more than 20 years, MCA Consultants has been providing the City of Montebello with professional solid waste management services covering every aspect referenced in the RFP as well as development of ordinances, resolutions, staff reports and public presentations, to providing extended staff services relating to constituent inquiries, responses, and outreach. Having successfully provided these services to the City, we are confident that our experience, professionalism, and intimate knowledge of the City's solid waste programs will ensure 100% compliance with the requirements set forth within the context of the above-referenced RFP.

As required by the solicitation documents, this Letter of Interest serves to notify and confirm that MCA Consultants will guarantee the availability to dedicate any and all time, personnel, and resources necessary to comply and fulfill the requirements of RFP 24-18 and the services set forth in this proposal.

As the President of the company, I am also confirming our commitment to the availability of MCA Consultants key project staff during the proposed schedule designed to meet the City's needs for the above-referenced subject and any other services that the City may require.

Lastly, please accept the following statement as required:

I have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Respectfully,

Jeffrey A. Camera
President

PROJECT UNDERSTANDING AND APPROACH

Having worked with the City for more than 20 years implementing residential and commercial solid waste and recycling programs, we are confident that we exhibit the experience, expertise, and knowledge to fulfill all appropriate needs within the City of Montebello. Over this span, we have worked with virtually every City department, administration, and management group to ensure that Montebello's programs are specifically geared and focused on providing the City with the most comprehensive services that are specifically tailored to your residents and business community. During our current tenure, we have successfully provided the City with every identified program within the referenced RFP 24-18 with a 100% track record of compliance, working successfully on developing annual reports, resulting in absolute adherence to all programs.

Our approach is emersion through a total understanding of the scope of services and tasks at hand. Every member of our team is intimately involved through collaborative efforts to provide the best possible solutions and program implementation. Like the approach that we currently employ with the City's existing solid waste and recycling programs, we will continue to take a firsthand approach to the tasks and services that we are proposing. Serving as an extension of your staff, we perform the fieldwork, analytical assessments, recordkeeping, and program implementation, reporting back to the City our progress, keeping staff involved with every step of the process. Working with staff on items affecting the City, the programs and tasks are met with true collaboration by working with City staff on the development, implementation, and monitoring of all identified programs.

Additionally, to ensure a full and complete understanding of the services provided, monthly summaries and reports are provided to City staff with our invoices, and we regularly communicate with City staff to ensure program compliance.

METHODOLOGIES AND TECHNOLOGIES EMPLOYED

The methodologies and technologies employed for the requested services ae similar in nature to the services we have historically provided, "hands-on". Building on our current program methodologies for program implementation and compliance that we currently employ as part of each program, we will provide methods and technologies to include continued program enhancements.

As part of the recordkeeping process, all items and programs established will include an online portal to permit creation/access to reports from users inclusive of haulers, businesses, and City staff as part of the electronic recordkeeping process for key data metrics. Additionally, inspection, enforcement, compliance, and tracking will allow quick access to all implementation recordation and other program management files.

Collectively, the above methodologies and technologies will not only permit online input and access to databases information but will be fully integrated in the creation of reports for tracking of the program progress and compliance.

KEY MILESTONES AND PROCESSES EMPLOYED

The milestone timeframes set forth below provide the envisioned path forward for the services referenced herein and to further demonstrate our full and complete understanding of the scope of services requested. Each milestone referenced below aligns with the scope of services we have provided and sets forth supporting details as to the activities. It should be noted that milestones

and timeframes may fluctuate based on various factors such as City Council action, changing of State or jurisdictional dates and requirements, or other factors not identified in the current scope of work.

- **ANNUAL REPORTS**
  - August 1 of each calendar year - Annual Report submission
  - July 15 of each calendar year - Annual Report submission for City review
  - July 1 of each calendar year - Annual Report draft for internal review
  - Quarterly consolidation and tracking of data

- **WASTE REDUCTION AND RECYCLING PROGRAM IMPLEMENTATION**
  - Daily, monthly, quarterly, annually tracking of program information
  - Outreach to commercial businesses for program implementation
  - Continuous and ongoing

- **RESIDENTIAL FRANCHISE AGREEMENT IMPLEMENTATION ASSISTANCE**
  - June 2024 – October 2024
  - June 20, 2024 – July 10, 2024 – Residential RFP Question Response
  - September 3, 2024 - October 23, 2024 – RFP Proposal Review and Analysis
  - November 1, 2024 - April 1, 2025 – Residential Transition
  - April 1, 2025 – June 30, 2025 - Residential Monitoring

- **COMMERCIAL HAULER TECHNICAL ASSISTANCE**
  - Weekly and monthly referral of customer compliance
  - Continuous and ongoing

- **HAULER AUDITS**
  - Desk Audits (4) February, May, August, November each year
  - In-house Audit (2) March and September each year
  - Desk Audits (2) April and June each year
  - Prepare Audit Findings Report – conclusion of each audit
  - In-house/Compliance Audits as needed

- **Evaluation of Commercial Solid Waste Hauler Programs**
  - Conduct Annual Hauler Evaluation – January 2 – March 1 each year

- **ADDITIONAL TASKS**
  - Additional tasks – as needed
  - Continuous and ongoing

RELEVANT EXPERIENCE

MCA Consultants' experience in the development of solid waste and recycling programs, as well as green technological programs, dates back more than 28 years and encompasses some of the most innovative developments in California. We have been instrumental in the development and implementation of solid waste and recycling programs for cities, counties, private developers, management companies, and commercial businesses. MCA Consultants will provide the experience and expertise required to ensure that all of your solid waste and recycling programs are designed to provide you with the maximum benefit possible. Ranging from targeted residential and commercial systems to entire municipal solid waste and recycling systems, as

well as large-scale developments of hundreds of millions of dollars, MCA and our affiliates have been responsible for the design, development, and implementation of solid waste, recycling, and utility-based programs designed to enhance the overall effectiveness of jurisdictional entities.

MCA's staff of professionals has the knowledge and expertise to make certain that each of your programs meet and/or exceed all federal, state, and local jurisdictional requirements. We will make certain that your solid waste and recycling programs are designed to encompass the most stringent requirements necessary to meet the long-term obligations of the City of Montebello.

Our services include not only the total comprehensive design of solid waste, recycling, and utility-based programs, but also the ability to provide you with long-term management and monitoring specifically designed to achieve total compliance. As with all of our programs, MCA Consultants works directly with your professional staff and managers as well as engineers, developers, the community, and others to guarantee the complete satisfaction of the programs we are developing and/or working on.

It is our unique abilities that allow MCA to incorporate Montebello's needs and desires and incorporate them into programs designed for maximum feasibility, reduced dependency on long-term operational costs, and provide the potential for cost-recovery enhancement programs. Our abilities range far beyond programmatic development of solid waste and recycling systems. The programs developed by MCA are designed to not only enhance your current systems but to provide a complete package intended to exceed all expectations and increase the effectiveness and efficiencies of your current solid waste and recycling programs.

In addition to managing municipal waste and achieving diversion levels in excess of 75%, MCA Consultants has also been responsible for the enhanced development of the City's non-exclusive franchise system. As part of the process, MCA has developed some of the first non-exclusive solid waste franchise agreements and worked with solid waste providers and recyclers to integrate a system that resulted in a substantial increase in the commercial sector diversion rates.

Municipal solid waste systems are not our only success stories. We have a proven track record of high diversion rates working with community businesses and developers to achieve increased compliance with state diversion mandates. Among our accomplishments are the Americana At Brand (Glendale, CA) a 475,000 square foot development, where we designed and implemented the most progressive solid waste and recycling system in the area and fostered a unique relationship between the City of Glendale and the Americana development; LA Live (Los Angeles, CA) – designing the initial solid waste and recycling concept that served as the basis for the entire development; Santana Row (San Jose, CA) – one of the largest mixed-use developments in the Northern Bay area; Fort Lewis, Washington (Uninc Pierce County, WA) – as a military installation, MCA designed the residential and base operations solid waste and recycling program for the government contractor responsible for overseeing all housing-related issues. MCA designed, implemented, and managed the entire solid waste and recycling systems, in each project, at levels that achieved diversion rates in excess of 78%.

City of Montebello
RFP 24 - 18
Solid Waste Management Services
Appendix B – REFERNCES

Entity Name City of Montebello (Jeff Camera)

Business Address 1600 West Beverly Boulevard, Montebello, CA 90640

Name of Contact Alexis Lucero and Jeremy Melendez

Title Contact Alexis – Senior Management Analysis / Jeremy – Management Analyst

Telephone Number of Contact (323) 877-1200 Extension 1427

Email of Contact ALucero@montebelloca.gov / JeMelendez@MontebelloCA.gov

Description of Project Total SB 1383 implementation; organics, food and edible food recovery

Date of Service 2017 through Current

Entity Name City of Sante Fe Springs (Steven Howe Reference)

Business Address 1710 East Telegraph Road, Sante Fe Springs, Ca 90670

Name of Contact Maribel Garcia

Title Contact Sr. Management Analyst / Assistant to the City Manager

Telephone Number of Contact (562) 868-0511 Ext 7569

Email of Contact maribelgaarcia@santafesprings.org

Description of Project SB1383 Implementation, food recovery organizations, Tier 1 & 2 generators

Date of Service 2021 through Current

Entity Name Heart Of Compassion

Business Address 600 South Maple Avenue, Montebello, CA 90640

Name of Contact Eric Tietze

Title Contact Pastor and Founder

Telephone Number of Contact (562) 943-1843

Email of Contact hoceric@gmail.com Admin@heartofcompassion.org

Description of Project SB1383 program implementation, food recovery and collection programs.

Date of Service 2014 through Current

RESUMES OF KEY STAFF MEMBERS

Jeff Camera's Recent Relevant Experience (Resume at the end of this section)

City of Montebello – Solid Waste and Recycling Services, Used Oil, Beverage Container, and Grant related Services

For more than 20 years, commencing with our initial contractual service agreement with the City of Montebello, MCA Consultants has been providing the City with a variety of professional environmental and consulting services including but limited to solid waste, recycling, commercial and demolition recovery, used oil, household hazardous waste, electronic waste recovery/recycling, organics, and like services.

Mr. Camera's knowledge of the City combined with his expertise in developing, implementing, and managing solid waste, recycling, used oil, beverage container, and other programs has resulted in exemplary compliance with all requirements set forth by the State of California, CalRecycle, and Los Angeles County. His services have resulted in the City achieving a compliance rate more than twice of that set forth as the target by CalRecycle.

Mr. Camera's professional services relating to solid waste and recycling compliance have resulted in Montebello achieving a commercial hauler compliance rate of more than 91 percent of identified businesses and exceeding the jurisdictional targeted goals set by CalRecycle every year that MCA has provided services to the City. As the President of MCA Consultants, the annual hauler compliance programs and audits have resulted in the increased understanding of program compliance by every sector of the City from residential and commercial to the City's nonprofit sectors, solid waste haulers, and recyclers. His work with the City's residential and commercial hauler and recyclers has resulted in compliance with legislative mandates and programs by working in collaboration with them to reach every aspect of the community and provide programs that are designed to maximize effectiveness and reduce costs to the City itself, your residents, and businesses.

During his more than 20-year partnership, has worked collectively to establish a programmatic list that encompasses more than 35 recyclable items included in every solid waste collection and recycling program. Mr. Camera has additionally developed and overseen various public education and outreach programs designed to inform residents and businesses about a vast array of programs offered and enlist their participation for the betterment of the City as well as increasing compliance opportunities with CalRecycle.

Mr. Camera's resume can be found at the end of this section.

Steven Howe's Recent Relevant Experience

Solid Waste and Recycling Compliance

Mr. Howe brings extensive solid waste industry experience, Non-profit world expertise, and an extensive knowledge and experience in working Jurisdictions, businesses, schools and school districts. His knowledge and experience provides clients with cost effective, sustainable solutions and works with jurisdictions in implementing SB 1383 compliance measures for Tier 1 and Tier 2 Generators and increasing options for Food Recovery Organizations that serve these jurisdictions. This includes working with the jurisdictions on their Capacity Planning for Food Recovery Organizations and Tier 1 and Tier 2 Generators. This is part of the jurisdiction's

mandatory compliance with the County of Los Angeles and the requirements under SB 1383 and CalRecycle's oversight of jurisdictions.

Currently Mr. Howe is assisting the following jurisdictions in monitoring solid waste and recycling programs, working with the Food Recovery Organizations to increase collections of recoverable foods, working with Tier 1 and Tier 2 Generators to increase the volume of quality recoverable food that meets health and safety standards and is collected by Food Recovery Organizations for distribution to those that are experiencing food insecurity:

City of Bellflower (2022-Current)

City of Santa Fe Springs (2021-Current) City

of Lynwood (2022-Current)

City of Hawaiian Gardens (2022-Current)

Michael Balliet's Recent Relevant Experience

Since 1991 Mike has been providing solid waste, recycling, organics, auditing, and data analysis and other services to public and private sector clients. He has an in-depth understanding of the regulations governing solid waste collection, diversion, disposal, and organics collection and processing, as well as State legislative requirements. Working with MCA in various capacities and collaborative endeavors for more than 25 years, Mike is acutely aware of data collection, tracking, and analysis as it relates to organics and SB 1383 compliance. Mike has been responsible for developing program methodologies to ensure hauler compliance through the implementation of service-related programs and with organics and food recovery programs for more than five years. Mike also developed a desktop waste characterization and quantification system, based upon field sampling and National waste generation studies, which was later used to estimate the solid waste streams of over 25,000 industrial, commercial, and institutional entities in the Southern California.

Toni Camera's Recent Relevant Experience

Toni Camera has more than 10 years of program-related experience, including three years with organics, food recovery, and distribution programs. Serving as the lead coordinator hauler compliance programs, Toni arranges for the coordination collection evaluations, distributions, and tracking of related data for State compliance with AB341 and 1826, as well as SB 1383 and the Los Angeles County Department of Public Works. Toni has been responsible for expenditure tracking, procurements, and gathering information required for Montebello's compliance reporting to CalRecycle. Toni's experience in budgetary tracking and compliance with funding parameters has ensured that the City is in total compliance with expenditure allocations and accounting of all program-related expenses and other financial tracking.

Lisa Burney's Recent Relevant Experience

Lisa is currently MCA's Associate Consultant working on the City of Montebello's solid waste and SB 1383 programs. Lisa is responsible for direct interaction with Montebello businesses as well as those businesses. Her ability to evaluate compliance via in-person site visits, "Lid Flipping," and waste stream analysis has been instrumental in documenting Montebello's compliance with all legislative mandates and programs. Lisa assists with the implementation of Montebello's food recovery and tracking programs and works to ensure that haulers are in compliance with the requirements of MCC Chapters 8.12 and 8.13. Based on her field work documentation, Lisa provides in-depth analysis of Montebello's solid waste, recycling, organics, and food waste collection and processing programs and conducts comprehensive site visits to Montebello businesses to ascertain their level of compliance.

Jeffrey A. Camera

JCamera@mcaconsultants.com

Education

MPA, Public Administration and Management
California State University, Long Beach

Areas of Expertise

Waste Management Program Development and Implementation

Organics and Food Recovery

Solid Waste and Recycling Facility and Operational Management

Municipal Solid Waste Contract Compliance Program Development

Waste Collection Feasibility and Rate Studies

Waste Hauling RFP & Performance Reviews

Waste Hauler Financial Audits

Sustainability and Environmental Programs

Legislative Ordinance Development

Solid Waste Contract Development, Review, and Negations

Organics Management

Business Technical Assistance Programs

Educational Program Development

Publications

Quantitative Impacts of Unfunded Mandates on Local Jurisdictional Decision Making

California's Used Oil Policy: A Review of Used Oil Policy, Programs, Legislation and Regulatory Requirements

Used Oil and Household Hazardous Waste Collection,

Techniques, and Technology: An Analysis of Used Oil Collection, Techniques, and Technologies

Impacts of Used Oil and Household Hazardous Waste programs on the Coastal Communities of California

Analysis of New and Existing Drop-Off Technologies for Used Oil and Household Hazardous Waste

30 Years' Experience

Jeffrey Camera an experienced government administrator who has worked for the public and, private, sectors for over 30 years managing government processes, environmental programs, solid waste and recycling programs, enhanced safety practices, measures, and emergency responses; managing large scale capital improvement projects (CIP) and development programs; stormwater, NPDES, and debris management programs; multimillion dollar budgets; grant funding and related issues, various public and private labor forces, and various efficiency programs and processes. He possesses extensive knowledge and understanding of public sector governance, environmental services; solid waste and recycling program and franchise evaluation, franchise auditing, legislative development and analysis, contract and municipal code development, and the implementation of cost-effective programs designed to enhance public sector efficiency and compliance.

As an experienced sustainability and environmental professional Mr. Camera has developed, implemented, evaluated, and audited programs for many public, private, and non-profit entities. His efforts have resulted in providing his clients with an enhanced understanding of program implementation, administration, budgeting, audits, database management, and fundraising activities. He has been instrumental in working with government entities and community groups to reduce their reliance on outside resources by educating them on the need for external marketing efforts that relate directly to their intended purposes and/or programs. He has also provided professional consulting services both domestically and internationally for more than a dozen public sector entities and over two-dozen private sector entities both domestically and abroad.

Mr. Camera's experience also includes collaborating with developers, businesses, and contractors, to ensure compliance with governmental regulations and program parameters and has been instrumental in developing and implementing solid waste, recycling, food waste, organics, zero waste, and environmental programs for large commercial and mixed-use developments and construction projects to ensure programmatic efficiency and cost effectiveness. His ability to effectively evaluate, analyze, and audit various programs and topic areas provides the comprehensive overview necessary to make informed decisions regarding direction, growth, and profitability.

Mr. Camera possess extensive knowledge in directing operational programs including the administration, management, and monitoring of contracts, performing professional staff analysis, identifying various approaches, alternatives, and solutions in the development of recommendations, and conduct analysis and interpretation of administrative policies and procedures.

For the last 20 years, His experience has been instrumental in the direct development, management, and auditing of key projects, operations, and personnel that affect core operations directly related to solid waste, recycling, organics, and landfill management systems and he is skilled and experienced in explaining and defending ideas and positions, both orally and in writing.

Mr. Camera has served as an expert panelist for SWANA and the Maryland Recycling Network on various environmental subjects including food recovery, collection, and processing, organics waste collection and processing, solid waste and recycling, transfer station operations, electronics and battery collection and safety programs, hazardous waste, and other areas. Mr. Camera has also made several appearances on various media outlets such as ABC, CBS, FOX, and various cable outlets.

Professional Experience

March 1995 to Current – President and CEO - MCA Consultants

Past Projects

Mr. Camera has successfully designed, managed, and/or audited environmental programs in 14 States including but not limited to California, Florida, Virginia, Maryland, Washington, as well as internationally in South America, Europe, and the Caribbean. Some of Mr. Cameras' other projects are referenced below:

Serbian Environmental Ministry Department – Mr. Camera was selected by the Maryland Secretary of States office and the Serbian Environmental Ministry as part of a select delegation to consult and confer with the Serbian government on environmental issues such as organics recycling and processing, solid waste and recycling and Construction and Demolition recycling. Mr. Cameras focus was on organic collection and food recovery processing and diversion.

Santa Row - San Jose, CA - Designed and implemented Green Technology programs and equipment for "Santana Row", one of the largest mixed-use developments in California; served as client liaison to the City of San Jose; worked with the developer and numerous development architects, planners, contractors, and government personnel on the coordination of services throughout the pre-development planning, construction, and operational phases of the development.

Americana at Brand - Glendale, CA - Design and development of state of the art "Environmentally Responsible Green" programs and equipment for the "Americana at Brand", a 475,000 square foot development in Glendale, California. Coordinated systematic programs and services on behalf of the client and the City, and worked with architects, planners, and designers on the coordination of services from inception through total occupancy and operations.

LA Live – Los Angeles, CA - Provided pre-development environmental consulting services for "LA Live", a 4-million square foot development in Los Angeles, California. Provided insight and programmatic design and coordination of services to client owner and developer.

Fort Lewis, Washington - Provided environmental consulting and development services for an equity development company responsible for military base housing at Fort Lewis in Washington State. Successfully designed, managed, and/or audited environmental programs in mixed use developments in 14 States including California, Florida, Virginia, Maryland, Washington, and eight others.

PROPOSED SCOPE OF SERVICES

Pursuant to RFP 24-18, the services identified in the section have been developed to ensure a full and complete service program that meets the intent and objectives of the City's desired services. Each of the identified services is based on historical applications that we have provided for more than 20 years and is reflective of the knowledge, expertise, and experience of providing the actual services to the City. Each task and subtask is based on historical allocation of the time required to complete the services and any additional items that may be associated with them or that may arise as a result of programmatic implementation.

ANNUAL REPORT

Developing Montebello's Electronic Annual Report (EAR) is a service that we have provided for the City every year since our inception of solid waste and recycling services. What began with paper allocations and documents submissions has evolved into an online electronic submission process requiring advanced planning and documentation of services to ensure compliance. With the inclusion of AB341, AB1826, SB1383, and other mandated program requirements, information reported on the annual report is more readily available to CalRecycle and able to be reviewed for accuracy on a timelier basis.

In accordance with State reporting guidelines, the Annual Report will be developed to maximize the diversion rate for the City and comply with the provisions of the reporting process. As we have provided to the City in previous years, implemented programs are a key component of compliance. Furthermore, with the introduction of AB341, AB1826, SB1383, and capacity planning monitoring, current and future Annual Reports will require additional information that must be provided by the haulers. Through this new process, MCA will seek out all programs and diversion not previously required in the report and work closely with the City's haulers, collectors, businesses, and County agencies to identify existing and potentially new opportunities.

Having more than 20 years of historical knowledge relating to the City solid waste and recycling programs and services, as part of our Annual Report process we have the documentation and experience to ensure compliance with the following laws and regulations set forth in each of the 20 categories and numerous subsections of the Electronic Annual Report. All of the information relating to each section is meticulously documented and catalogued for compliance and proper placement within the report. Beginning with AB939 and continuing into Mandatory Commercial Recycling (MCR), Mandatory Commercial Organics Recycling (MORe), and most recently Short-Lived Climate Pollutants (SLCP), each component of the report will be documented and presented in a clear and concise manner as to maximize understanding and accountability for the programs' data integrity.

As a continued part of our annual reporting program, all aspects of the City's solid waste stream are carefully considered, and our programs identified throughout this proposal will serve as key aspects of the City's compliance with all components of the governing legislation. Every program that has been identified in the City's Source Reduction and Recycling Element (SRRE) and Household Hazardous Waste Elements (HHWE) will be documented to ensure that programs are being followed and implemented according to the required documents.

MCA will continue to ensure compliance with every aspect of the Annual Report including but not limited to the following sections and topics:

- Procurement
- Edible Food

- SRRE
- Collection Systems
- Commercial Programs
- Event Venues
- Residential Programs
- Education and Outreach
- Model Water Efficient Landscape Ordinance (MWELO)
- CALGreen
- C&D
- HHW
- Disposal Rate Calculations
- SB1383 Waivers and Exemptions
- Contamination, Inspections, and Complaints
- Enforcement and Monitoring
- Facilities and Transformation Programs
- Infrastructure Barriers
- Enforceable Mechanisms and Ordinances
- Planning Documents
- Diversion Programs

Each report developed by our staff is presented to the City for review, complete with all necessary backup documentation and, where necessary, calculations to fully understand the report findings. Presented to City staff in both detailed and summation forms, our reports will not only meet but exceed the requirements set forth by CalRecycle as they have in all previous years.

Once completed and presented to you in draft form, MCA Consultants will provide further clarifications and understanding of the information contained in the report through telephonic and in-person meetings with City staff. This is essential to ensure that you have the knowledge and complete programmatic understanding required to answer any question that may be posed to your staff.

As we have in all previous years, we will act as an extension of your staff by providing you with all of the technical expertise necessary to meet State mandated compliance and to work with you during each phase of the CalRecycle compliance process. All of our reports are presented to the City in advance of the actual submission date to allow staff adequate time to review the information and to allow for necessary changes, if required. We will stand with you during every venture and provide the City with staff-supportive services that are unmatched.

Waste Reduction and Recycling Program Implementation

MCA Consultants has worked with the City of Montebello for more than 20 years on the development and implementation of cost-effective solid waste, recycling, C&D, electronics, organics and composting programs, and more. It continues to be our belief that direct City involvement and a clear understanding of the City's needs are essential to the long-term success of any program to be implemented. It is for this reason that we have developed this proposal section, building on previous years' successes, and the most cost-effective programs to ensure the likelihood of long-term success and implementation. Each step of the collaborative process involves City staff updates as they are often the first line of contact for the regulatory entities, residents, and businesses.

Our implementation plan includes the implementation, documentation, analysis, and tracking of the essential programs identified in the 20 plus sections of the EAR (referenced in the Annual Reports section above) and other key program components, including working to develop a full

life-cycle accounting of recyclable materials reported within the City's solid waste and recycling program and reporting system.

Ensuring that your staff has a clear understanding of the programs being developed and implemented is essential as they provide the first level of awareness to residents within Montebello, as well as individual communities and developments. This allows residents to contact the City and receive the answers they are looking for without having to wait for an outside entity to provide them with answers for some of the most basic questions. As part of our waste reduction and recycling programs, we are able to respond to residential and business inquiries in most cases within 30 minutes of our firm being notified by providing full and complete coverage from 5:00 a.m. to 9:00 p.m. PST. Anything outside of those hours is responded to the next morning.

Local Business Awards Program

Our Local Business Award Program is designed to award businesses for their environmental stewardship and commitment to helping Montebello achieve their solid waste and recycling diversion goals through sustainability. Our sustainable business program not only address sustainable endeavors and thoughts about environmental impacts, but the economics of sustainability as well. The programs we have developed for the City of Montebello address the mandates set forth in multiple legislative enactments and state policies including Assembly Bills 341, 1826, and Senate Bill 1383 by working directly with community businesses and solid waste haulers and recyclers to further develop and promote a comprehensive approach to sustainability.

The City of Montebello "Go Green" Program that we developed, incorporates a sustainable business program that allows Montebello businesses to proudly display their commitment to helping the City Go Green. Designed to comply with AB341, AB1826, SB1383 and other legislative enactments and state requirements, we have developed a "Go Green Business Certification Program" designed to promote a business's compliance with sustainable programs that are considered to be "Green" in application and sustainable in practice. This program has been designed to exceed State mandated legislative enactments by increasing the City's ability reduce waste, increase recycling, and implement sustainable cost-effective programs.

The "Go Green Business Program" encompasses four levels. Each level is designed to enlist a variation of environmental programs to reduce the impacts on the environment, and once approved by the City, will be accompanied by a window decal for display. Go Green compliance levels and criteria are referenced below:

- **"Go Green" – Emerald Level (Highest Level of Achievement)** – In order to achieve this level, a business must truly be a "Green" company or have implemented a plan to achieve maximum results for going green. To reach this level a business strives towards total integration of sustainability. Each of the areas identified must be addressed or have programs that addresses Reuse, Reduction, Recycling, with respect to waste diversion, recycling, gas, water, electric, food waste diversion or recovery, and organics. To accomplish this, a business must truly "Re-Think" their internal processes and implement programs that truly enhance their sustainability to the City.

- **"Go Green" – Diamond Level (Elevated Level of Achievement)** - At this level, the businesses that are serious about sustainability, and going green are identified.This

level requires at least six sustainable or program reduction areas to be identified and implemented. At this level a complete team effort must be demonstrated between the business, its employees, and the nonexclusive franchised hauler servicing the business. High levels of sustainability, waste reduction, reuse, and recycling should be accomplished. Documented educational training for employees and customers that has been verified by the City, or its representative, may be substituted for one program area.

- **"Go Green" – Gold Level (High Level of Achievement)** - This level of achievement is designated for those businesses that go the extra distance to achieve sustainability. In general, these businesses must implement at least four to five of the eight areas referenced above and have measured results verified by the City. At this level, at least two of the programs implemented must be implemented by the business and have the ability for measurable results. To qualify for this level, a business may substitute one of the program implementation criteria for a program that results in at least a 75 percent reduction in their baseline waste generation.

- **"Go Green" – Silver Level (Basic Level of Achievement)** – To achieve the basic level of achievement, a business should implement at least four of the eight areas referenced above. In some cases, a business may qualify if less than four areas are implemented provided that the business is striving to recycle at least 65 percent of its regular and customary waste.

- **"Go Green" – Bronze Level (Entry Level of Achievement)** – As part of this entry level, a business must be implementing a basic level of sustainability that includes at least two of the eight of the areas referenced above. Whether implementation is by individual design or by participation in a hauler's City-approved program, sustainable implementation is a must. Regular reporting is required and must be verified at least annually.

The program that we have developed will not only provide the City's businesses with a sense of accomplishment but will also have a dramatic impact on the public, allowing them to recognize and identify businesses that are compliant with City requirements and are participating as a good corporate citizen within the City.

Working in coordination with the City and the Montebello Chamber of Commerce, all businesses will be able to compete equally regardless of their current recycling activities. Categorical references will be developed to determine the level of recycling within the City. Collectively, working together with local businesses, we will be able to provide annual updates to the programs and provide an illustrated model of the increase in recycling percentages and participation levels. The business awards program is enhanced each year by having selected businesses recognized during a City Council meeting in April as part of Earth Month activities. Eligible businesses will be evaluated through a nomination process which MCA Consultants will evaluate for compliance and develop writeups for the City to consider as part of the program's rewards. Media and press releases will be developed and released in various publications and other social media avenues.

Backyard Composting Programs

Although the RFP calls for two composting workshops to be conducted, MCA will conduct three backyard composting programs taking place in April, July, and October of each year. MCA will develop and produce outreach materials, flyers, and social media posts approved by the City for each workshop. The purpose of the program is to develop an alternative method for food waste disposal while creating a closed-loop program of returning organic waste back to the community in the form of compost.

Our composting program will help the City obtain diversion credits and fulfill the City's programmatic requirements by developing and implementing programs targeted at reducing the amount of waste entering landfills. MCA has trained volunteers through Heart of Compassion (HOC) and certified them on composting techniques as part of a "Train the Trainer" class. Until the implementation of SB1383, HOC participants worked directly with MCA Consultants staff, providing backyard composting classes for Montebello residents. When desired by the City, we will work with LA County for appropriate materials and curriculum.

It is anticipated that the workshops will take place at various locations including City parks, community gardens, recreational facilities, and other City facilities depending on the participation and time of year. Workshop topics will include but not be limited to:

- Composting Basics
- Types of Composting
- Benefits of Composting
- How to Compost Yard Waste and Debris
- How to Compost Food Waste
- How to Build a Compost Bin
- Grasscycling
- Wormcycling
- Mulching and Much More

During each workshop, MCA will give away two composting bins during each programmatic workshop.

School Educational Program

Working with the Montebello Unified School District, as well as the private schools located in the City of Montebello, MCA proposes to implement our "Challenge of the Schools Recycling Program" which is an educational outreach program designed to increase the level of awareness that currently exists within the school system. The program incorporates various educational components such as mathematics, science, English, written communication, and analytical thinking among others. The program is comprised of three distinct but integral components that work in concert with each other to reduce waste, increase recycling awareness, and reduce solid waste expenditures. Educational awareness, technical assistance and implementation, and program analysis are the three major components that comprise the system.

As part of the school education and outreach program, MCA will work with every public and private school within the City of Montebello to develop cost-effective recycling programs for each of the respective schools. The comprehensive program will include a survey of the campus and all existing and potential programs that may increase the level of recycling at each location. In those instances where authorization is provided, MCA staff will conduct individual training (technical assistance) for students and teachers on methods to increase recycling of beverage containers, paper, plastic, organics, and other recyclables on their respective campuses. The technical assistance component of the program not only

teaches students how to recycle, but also teaches them how to identify opportunities and develop enhanced recycling programs for their individual schools. The last component of the system is the program analysis component which sets the foundation for long-term impacts.

We have developed this system to encourage schools, teachers, and students alike to create and implement recycling programs that help create a better environment for the school. Created within the spirit of collaborative competition, this program brings students and faculty together, creating an atmosphere that everyone recognizes, working with the goal of improving the school's knowledge base while reducing waste.

Business Recycling Guide and Waste Exchange

MCA will continue to conduct business compliance evaluations of each business within the City and continue to conduct detailed analysis of businesses and compare them against the baseline established for which programs are to be evaluated. Recommendations for various business types will also become an effective part of the program implementation. Once each business is evaluated for efficiency, we will develop a comprehensive report based on various business types and operational aspects of each type. Part of this report will include the current state of the business community with respect to recycling and diversion but also include a best practice section to maximize diversion, recycling, and compliance of each area.

Combined with the report, MCA will also develop a localized business waste exchange which incorporates a website that will connect businesses and the community for the purpose of beneficial reuse of products and materials rather than simply discarding them into the waste stream. This waste exchange will be developed to incorporate the Chamber of Commerce and other informational sources so that every aspect of the City can be incorporated into the program that will link businesses, nonprofits, community organizations, and residents together while developing a reduction in waste and increasing mandated compliance.

Residential Franchise Agreement Implementation Assistance

MCA Consultants is very familiar with the City of Montebello's residential franchise system having written and developed draft franchises in 2018, 2019, and most recently 2024. Developed to ensure consistent services for the City as well as implementation of cost effective environmentally friendly programs, we are intimately familiar with the implementation, evaluation, monitoring, and reporting of all residential programs. Based on the scope of work identified within this RFP response, as well as the services set forth in the Residential Solid Waste and Recycling Collection RFP issued May 25, 2024, it is proposed that MCA Consultants work as an extension of your staff on an as-needed basis to assist with any new or existing franchise agreement that may be required and approved by City Council.

Although we are able to assist with every aspect of the proposal, among the essential components affecting the successful execution of the residential franchise, it is our belief, having developed the agreement and evaluated and conducted compliance evaluations of the existing residential franchise, that the following areas are perhaps the most prevalent to needing regular assistance in the early stages, given the level of expertise we have on the City's programs.

- Verification of residential cart services including programs and services offered, automated carts, cart colors and markings, collection frequencies, organics and food

waste collection and recycling, as well as residential contamination levels and lid flips to verify residential compliance.

- Evaluation program services such as bulky item diversion, public outreach, valet services, and the implementation of roll off boxes and temporary processing services will all be areas that will need on site verification documentation and reporting to ensure compliance and strict applicability to the franchise agreement.
- Core services provided to multifamily residential dwellings as well as the processing of multifamily waste and other programs. Given that the City has a nonexclusive franchise agreement system that currently encompasses 12 solid waste providers which are permitted to provide services to multifamily dwelling units that are not covered under the residential franchise, it will be important to ensure that a clear separation exists between the two programs.
- Reporting of residential services including collection frequencies, missed collections, tonnage collected, additional services provided, and the tracking of tonnage for all of these programs referenced above will be an essential component to ensure the City's compliance with state mandates and diversion requirements.

As we have since the beginning of our time working with the City, MCA Consultants will continue to provide staff augmentation services in whatever capacity needed. For the purpose of the residential franchise implementation assistance, it is recommended that, at a minimum, monthly meetings be conducted to ensure full compliance with the residential services that will be implemented under the new franchise agreement.

It should also be noted that once the new residential franchise agreement and services have been awarded and the transition process has begun, it will be important to ensure a smooth transition and the selection of identified carts, routes, collection days, and the effective communication to every resident and area affected under the new residential franchise agreement.

Commercial Hauler Technical Assistance

MCA will continue to provide the City and your haulers with technical assistance in a format that includes, but is not limited to, guidance with recycling programs, assistance with quarterly reports and renewal forms, customer recycling programs, legislative interpretation, AB341, AB1826, SB1383 program implementation, compliance with City requirements, and other regulatory compliance issues approved by the City.

We will once again guarantee that all inquiries will be addressed and the inquiring party contacted in a manner that is acceptable to the City. At no time will any inquiry response exceed 8 hours unless the inquiry occurs on a weekend or generally recognized holiday. In such an event, the party will be provided with a toll-free number to call in case of emergencies. We do this as part of our service as we believe that the more technical information or assistance a solid waste provider is able to access, the more competent their reporting and services within the City.

An important aspect of any reporting system is the submission and review of quarterly and annual renewal forms. As such, MCA Consultants will provide a 24 hour turnaround preliminary analysis on all forms submitted by a solid waste hauler within the City. To further assist your non-exclusive franchised haulers in the compliance aspect of your programs, we will offer assistance and preliminary review of their forms. Under this program, haulers will be permitted

to submit electronic forms via City approved electronic forms developed by MCA Consultants. The purpose of this preliminary electronic review is to permit the hauler to understand their deficiencies in their reporting systems and forms and provide them with viable feedback to increase the accuracy of their required reporting forms.

To enhance the services already provided by your staff, our hauler monitoring programs are designed to work with the haulers in a positive manner and educate them into compliance rather than provide a show of force that creates animosity among the parties. From simple technical assistance provided in other areas of this proposal, to quarterly and annual report review and education, our program provides a systematic process of compliance through guidance and education. Our unique approach has a proven success rate by ensuring compliance through both active and passive program implementation.

As we have demonstrated over the years, our passive programs are designed to educate and enlist compliance within the programmatic aspects of our services, and yet when combined with our active programs of compliance evaluations and in-person site visits, we are able to continue a level of compliance that the City has become accustomed to with our services.

MCA will continue with our "hotline" assistance service that we have implemented and expanded each year of the program. To this end we will have our hotline and technical assistance lines staffed and available from 5:00 a.m. to 9:00 p.m. PST. When combined with our after-hour notification system and technical assistance programs, we are able to provide around-the-clock support for you and the City's solid waste providers.

As an extension of your staff, we will prepare and manage all solid waste correspondence either received from or sent to your solid waste providers. This service is provided to you in the form of completed letters, forms, and other documents presented to you in a format approved by the City to ensure minimum impact on City staff. Each document developed by MCA Consultants is presented to you in both electronic and hardcopy form for review and approval. This system permits us to provide you with the enhanced turnkey programs while allowing the flexibility of in-house implementation and distribution of the documents.

At the City's request, MCA will handle and process all inquiries relating to your solid waste program and provide inquiring parties with multiple avenues to transmit and respond to questions. In every case, MCA principals will continue direct oversight of the entire program and make certain that all correspondence are sent, processed, received, and addressed within a timely manner in a method that is acceptable to the City.

MCA Consultants will conduct annual commercial hauler assistance workshops designed to further educate and bring haulers into continual compliance. The annual workshops will encompass aspects of the preceding year's compliance, and an overall evaluation of hauler performance and compliance, as well as any changes in requirements, reporting, programs, or legislation that may occur in the upcoming year. Each hauler will be provided with a list of common questions and errors made during the preceding year and solutions to the more common errors and compliance issues that occurred. Furthermore, each solid waste provider in attendance will receive an updated non-exclusive hauler compliance package that has all necessary reporting forms for the upcoming year.

Among the items contained within each package will be electronic, as well as hardcopy, forms necessary for compliance with City regulations and ordinances, updated contact information and

outreach materials to be distributed, and current City disposal, diversion, and recycling reports, among other information. Collectively, this information can be used by the hauler to assist them in planning for the upcoming year's programs. The workshop will involve key personnel from MCA Consultants and the City and will be arranged at a time and location that is convenient for all haulers. Although we do not recommend that the meetings be made mandatory, it is recommended that each hauler be strongly encouraged to attend, as compliance with the terms and conditions of the non-exclusive franchise will be vital to the individual hauler's success during the upcoming calendar year.

On occasion haulers require a more extensive examination of their services. MCA Consultants will implement and monitor a hauler audit correction program designed to provide a more in- depth analysis to the regular compliance reports conducted. The context of this program permits for the technical audit of the physical portions of the hauler's activities and may include route audits and assistance with the development of a disposal reporting methodology. Should it be determined that route audits are required, MCA personnel will conduct physical inspections of individual hauler routes as deemed necessary.

To ensure confidentiality and to preserve competition among the haulers, information obtained during a route audit will remain confidential and will not be made available for public disclosure. We recommend this approach to provide the City with a layer of protection should a hauler claim that they have been financially damaged by the release of their confidential route sheets. Although it is our firm belief that the provisions established in our education and compliance programs and other aspects that we have identified within the body of this proposal will lessen the need for remedial hauler correction programs, we have established this as yet another layer of outreach to assist non-exclusive franchised haulers within the City.

HAULER AUDITS

Evaluating the performance of a solid waste provider is a necessary component of any solid waste and recycling program. At MCA Consultants we work directly with each hauler to ensure that confidentiality is protected and that their confidential information is not made available to the public or their competitors. It is our policy to present the firm being audited with a company-specific confidentiality agreement which specifies in part that "neither the consulting firm nor the individuals conducting the audit will make any confidential information available to the general public at any time either now or in the future."

Additionally, the agreement further specifies that "the information obtained during the audit is specifically intended for the sole and discretionary use of the City and will be protected to the fullest extent permissible by law." Each audit is conducted according to generally accepted accounting standards. Our staff conducting the audits will not answer any finding related questions made by the hauler during the audit and will not share any of the information found during the audit process. Specific questions regarding the audit or process must be forwarded to the City for official response. As is customary, our staff will work collectively with the City in the formulation of necessary responses.

During the term for which services are provided, MCA Consultants will conduct four (4) desk audits each quarter. Depending on the number of haulers authorized to operate in the City, the number may be increased or modified based on City request and approval. We will also conduct an in-house audit for two (2) quarters and a desk audit for the remining two (2) quarters for all haulers who obtained ratings of "unsatisfactory" outcome or that require corrective actions.

Furthermore, each year every hauler will be required to submit to an annual compliance evaluation of all services and reports required by the City. The annual compliance evaluations are conducted to address any situation that may include licensing violations or revocations, incorrect reporting, noncompliance with nonexclusive franchise requirements, and other areas that may be required and/or requested by the City to ensure hauler compliance.

Each audit will be conducted in a confidential setting and only information specifically required for the audit will be requested. To ensure a comfortable setting for all parties, the City will be notified of and approve all locations designated for audits. In some cases, in-house audits may be conducted at the hauler's place of business due to the ease and availability of records required for the audits. At each location, whether the audit is of a desk or in-house nature, it is recommended that the hauler being audited has the right to have a representative (approved by the City) at the audit location to answer any questions or explain any irregularities or missing information.

Once each audit has been completed, MCA will forward a confidential copy of the findings report to the City for review and comment. Once approved by the City, the audit findings will be presented to the hauler in writing, at which time they will have 10 calendar days to comment on the audit findings and provide any missing information that may be requested. After 10 days, the audit results will be finalized and/or reviewed further should additional requested information be submitted in accordance with the audit provisions. Once the audit is completed and all reports finalized, corrective action, if necessary, will be taken. As a final component of the audit process, MCA Consultants will make recommendations to the City for changes in methodology and/or recordkeeping found during the hauler audit. Such information may be used by the City as a corrective action tool or as a method of correction for future compliance.

As with all of our audits and information provided to us, MCA Consultants will make every attempt to keep the information confidential to the fullest extent permissible by law. Once complete and approved by the City, all documentation received from the hauler will be returned to ensure confidentiality. The procedures identified above are meant to be applicable for any in-house or desk audit deemed necessary for situations such as license revocation, incorrect reporting, or the like. Should such a circumstance arise, a comprehensive report will be developed and provided to the City in accordance with the specifics delineated above.

Evaluation of Commercial Solid Waste Hauler Program

At periodic intervals throughout the year, and at the completion of each calendar year, MCA Consultants will perform an annual evaluation of the commercial solid waste hauler program. Contained within the report will be findings and independent analysis directly related to the commercial solid waste program. Among the aspects included in the evaluation criteria will be items and analysis relating to programmatic compliance including but not limited to hauler audits, customer satisfaction, programs offered to ensure City compliance, good corporate citizenry, number of programs offered and implemented, extent to which customer outreach is conducted, compliance with the required Source Reduction and Recycling Plan (SRRP), vehicle and equipment compliance with codes and requirements, quarterly report submission and timely responses, and other factors deemed appropriate to determine complete compliance with City codes, requirements, and programs.

This independent analysis and review is designed to provide the City with enhanced programmatic aspects and correct any potential items that may warrant change considerations

inclusive of hauler summary reports and findings, hauler information, solid waste and recycling statistical information, and any change in diversion rates – all being among the information contained in the report.

Based on the results and findings made during the preceding year's activities and audits, the contents of the commercial solid waste hauler program evaluation will be devised based on the specific findings and recommendations and presented to the City during a meeting or conference call in June of each year.

CalRecycle Beverage Container Recycling Program Administration

Since the inception of the program, MCA Consultants has reached a 100% compliance with every funding cycle awarded to the City for which we have been party to. From conceptual development and submission to implementation and report submission, MCA has ensured that every aspect of the City's program meets program requirements and maximizes the amount of beverage containers recycled.

Awarded for implementation periods of up to three years and designed to increase beverage container recycling for aluminum, glass, plastic, and bi-metal containers, over the years the beverage container recycling program has been allocated less funding by the legislature, averaging about $16,000 for Montebello over the last 11 years. This funding cycle the recommended payment award for the City is $15,758 which represents another reduction in funding due to legislative budgetary allocations. Designed to reach a minimum California Refund Value Recycling rate of 80 percent, the funds are allocated for variety of expenditure that will increase the amount of recovered beverage containers.

To this end, MCA Consultants proposes the following activities to ensure compliance as we have since the program inception. Development, identification, and coordination of beverage container collection programs for Montebello middle schools will be developed to ensure that rising generations are aware of the importance of recycling and are provided with the necessary tools and resources to achieve the identified mandates and goals. The coordination of City-wide litter clean-ups will be coordinated with the City's Parks and Recreation staff as we have in years past, providing necessary equipment and resources for the efforts. We will conduct evaluation of total program parameters and coordinated future event information for comprehensive program updates to residents, businesses, and schools, and conduct preliminary development of program information for haulers to distribute to customers and include in their mandatory City provided programs.

With primary focus being on the proper collection and recycling of beverage containers within the City depending on the level of funding awarded, we will continue to develop programs that are beneficial and far reaching and are fully compliant with CalRecycle funding parameters. This includes the preparation and submission of all required funding requests, program development, program implementation and report submission, as well as development of all necessary reports and documents required for City signature and submission to CalRecycle.

Used Oil Payment Program Administration

Similar to the Beverage Container Program, the Used Oil Payment Program (OPP) has seen a reduction in funding in recent years to its current level of roughly $8,865. Submitted via the CalRecycle LoGOPP website, given the level of funding allocated, the entire program is virtually

centered around the increased promotion and collection of used oil and filters through the State's Certified Collection Center (CCC) program and direct outreach to Montebello's DIY'ers. Under the proposed services requested, used oil information and programmatic activities will focus on program expansion and solicitation of additional used oil and filter collection centers to ensure funding parameters presented to CalRecycle. Under the fund expenditures identified, programmatic activities will focus on two main areas approved under the program. The first will be ensuring that there is at least one certified collection center per 100,000 residents pursuant to Public Resources Code (PRC) 48690(a)(1)(2), and the second will be development and implementation of a public education component that informs the public and Montebello residents about the used oil program and available opportunities to them pursuant to PRC 48691(b).

As part of the program, we will develop all of the necessary programs and submissions, as well as provide all of the necessary submissions to CalRecycle, work with the existing four (4) Certified Collection Centers (CCC's) to ensure program parameters are adhered to, ensure that oil and filters are properly collected, and customers are offered the 40 cent per gallon incentive offered under the program for the recycling of used motor oil. Since it is possible for some motor oil to inadvertently become mixed with antifreeze, gasoline, solvents, and other fuels, we will develop an educational and outreach program that provides information on the proper locations to dispose of contaminated used oil. We will also work with the CCC's to identify contamination and provide information to Montebello's residents on the proper handling and disposal of the contaminated materials.

Additional Tasks

MCA Consultants fully understands the programs and services that are required to provide the City with comprehensive solid waste management services and have fully identified what we believe to be a full scope of services. For those reasons, any items that may arise that are related to the categorical areas referenced above will be included in those areas as no additional charge to the City and included in the budgetary allocations presented in the Cost Allocation section of this proposal. If however, it should become desirable or necessary for the City to request additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued, the rates referenced below are offered to the City pursuant to this section and shall remain in place for the duration of the contractual term.

- Principal Consultant - $85.00 per hour
- Senior Consultant - $75.00 per hour
- Associate Consultant - $55.00 per hour

Given our longstanding history with the City of Montebello, as part of the additional tasks requested, MCA Consultants will provide the Nonexclusive Franchise Hauler Renewal Packages and Agreements services to the City at no additional charge.

It is important to note that the implementation of comprehensive solid waste and recycling programs is not restricted to regular hours or prescheduled times. Because of the nature of our programs and the services that we provide to the City, we provide the identified services as needed, including conducting operational activities 7 days per week at various hours. Our reporting and scheduling programs are available 24 hours per day, 7 days per week, including holidays.

There are several deliverables and milestones that have been identified above as required in the section entitled "Project Understanding and Approach", some of which are a continuation of the current programs we are implementing within the City. Some of which are referenced below.

CONFLICT OF INTEREST STATEMENT

MCA Consultants has been Montebello's environmental consultant for solid waste, recycling, organics, food waste and recovery, used oil, beverage container recycling, construction and demolition, and e-waste for more than 20 years. During this time, we have had program service-related interactions with City staff that occur in the professional confines of their respective offices located at City Hall and other official City buildings and locations. We do not currently, nor have we had personal relationships or dealings with any Montebello staff outside of normal working parameters, and all interactions are directly related to the services that we are contracted to provide.

We have been implementing the City's solid waste, recycling, and environmental programs for more than 20 years and have exceeded all parameters and requirements, which has resulted in a 100% compliance rating with CalRecycle for the all program and requirement implementation.

We are contracted to perform the following services for the City:

- SB 1383 implementation
- Organics, food recovery, and diversion program development, implementation, outreach
- Commercial solid waste hauler compliance and reporting
- Residential solid waste hauler compliance and reporting
- City-wide recycling development and implementation
- Hauler audits for City compliance
- CalRecycle annual reporting
- Waste reduction and recycling program implementation
- Used oil and Certified Center grant program development, oversight, and reporting
- Beverage Container grant program development, oversight, and reporting

EXHIBIT B

COST PROPOSAL

This section has been developed in accordance with RFP 24-18 and includes all fees and expenses for each of the work tasks and deliverables described in this RFP. The rate schedule referenced below includes hourly rates and the number of hours anticipated for each staff level. MCA does not charge or request reimbursement for out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs as we believe these are expenses that are considered part of our work product and as such covered internally. Each of the times reflected below in the component cost schedule directly correlate to the total all-inclusive maximum price referenced above.

The information contained within this section of the proposal assumes that the scope of work presented herein is commensurate with the City's need for service. To help the City with their budgetary constraints, the budget set forth herein reflects our continued desire and commitment to assist the City in achieving maximum cost savings. To this end we have prepared this cost allocation to ensure that all of the above-mentioned services will be provided to the City at an annual cost not to exceed $99,695.00 unless approved in advance by the City for additional services performed at their request. Please note that the total not to exceed price is inclusive of $75,045.00 for Solid Waste Services, $15,785.00 for the CA Beverage Container Recycling Administration (based on current funding allocation), and $8,865.00 for the Used Oil Payment Program Administration (based on current funding allocations). All rates will be billed in accordance with contractual pricing for identified positions.

Solid Waste Management Services Budget	Rate	Hours	Total	Extended Total
ANNUAL REPORTS				
Principal Consultant	$85.00	20	$1,700.00	
Senior Consultant	$75.00	45	$3,375.00	
Associate Consultant	$55.00	20	$1,100.00	
TOTAL		**85**		**$6,175.00**
WASTE REDUCTION AND RECYCLING PROGRAM IMPLEMENTATION				
Principal Consultant	$85.00	120	$10,200.00	
Senior Consultant	$75.00	125	$9,375.00	
Associate Consultant	$55.00	120	$6,600.00	
TOTAL		**365**		**$26,175.00**
RESIDENTIAL FRANCHISE AGREEMENTIMPLEMENTATION ASSISTANCE				
Principal Consultant	$85.00	40	$3,400.00	
Senior Consultant	$75.00	10	$750.00	
Associate Consultant	$55.00	20	$1,100.00	
TOTAL		**70**		**$5,250.00**
COMMERCIAL HAULER TECHNICAL ASSISTANCE				
Principal Consultant	$85.00	80	$6,800.00	

Senior Consultant	$75.00	40	$3,000.00	
Associate Consultant	$55.00	50	$2,750.00	
TOTAL		**170**		**$12,550.00**
HAULER AUDITS				
Principal Consultant	$85.00	150	$12,750.00	
Senior Consultant	$75.00	75	$5,625.00	
Associate Consultant	$55.00	20	$1,100.00	
TOTAL		**245**		**$19,475.00**
EVALUATION OF COMMERCIAL SOLID WASTE HAULUER PROGRAMS				
Principal Consultant	$85.00	32	$2,720.00	
Senior Consultant	$75.00	25	$1,875.00	
Associate Consultant	$55.00	15	$825.00	
TOTAL		**72**		**$5,420.00**
ADDITIONAL TASKS				
Principal Consultant (As Requested)	$85.00	0	$0.00	
Senior Consultant (As Requested)	$75.00	0	$0.00	
Associate Consultant (As Requested)	$55.00	0	$0.00	
TOTAL		**0**		**$0.00**
SOLID WASTE AMOUNT		**1,007**		**$75,045.00**

CA BEVERAGE CONTAINER RECYCLING ADMINISTRATION				
Based on Current Grant/Funding Appropriation	$15,785.00	1	$15,785.00	
TOTAL		**1**		**$15,785.00**
USED OIL PAYMENT PROGRAM ADMINISTRATION				
Based on Current Grant/Funding Appropriation	$8,865.00	1	$8,865.00	
TOTAL		**2**		**$8,865.00**
TOTAL NOT TO EXCEED				**$99,695.00**

Exhibit "C"

LIVE SCAN FINGERPRINTING REQUIREMENT

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

AGREEMENT 4215 for RFP 24-18 Solid Waste Management Services

Final Audit Report 2024-07-11

Created:	2024-07-10
By:	Jacqueline Leon (jleon@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXWDZ0Dw8un13Nwl8-PDF0OIoLIVng5Dy

"AGREEMENT 4215 for RFP 24-18 Solid Waste Management Services" History

Document created by Jacqueline Leon (jleon@montebelloca.gov)
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Agreement completed.
2024-07-11 - 1:02:48 AM GMT

Adobe Acrobat Sign

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4193 WITH PACIFIC COAST ELEVATOR CORPORATION (AMTECH ELEVATOR SERVICES) FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4193 between the City of Montebello and Pacific Coast Elevator Corporation, DBA Amtech Elevator Services, to increase compensation for contract year 2025 – 2026 by $30,000; and
2. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by $30,000 in Account 100-30-510-6040.60 (General Fund, Public Works, Building Maintenance, Contract Services-Building Maintenance/Repairs); and
3. Authorize the City Manager to execute the Amendment on behalf of the City; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Amtech Elevator Services provides citywide elevator maintenance and repair services. The existing agreement includes a contract not-to-exceed amount of $200,694 over the course of a three-year term. Staff recommends increasing the not-to-exceed amount by $30,000 for Fiscal Year 2025–26, resulting in a total contract not-to-exceed amount of $230,694.

Execution of Amendment No. 1 (Attachment A) will authorize additional compensation to serve as a contingency for emergency repair work as needed. The agreement is administered by the Department of Public Works and funded through the Public Works

Building Maintenance budget. Funding for these services is included in the Fiscal Year 2025-26 budget.

The increase in the not-to-exceed amount requires amending the Fiscal Year 2025-26 budget, increasing appropriations by $30,000 in Account No.100-30-510-6040.60 (General Fund, Public Works, Building Maintenance, Contract Services-Building Maintenance/Repairs) to cover the additional compensation per Amendment No. 1.

BACKGROUND/DISCUSSION:

On May 8, 2024, the City entered into an agreement with Pacific Coast Elevator Corporation, DBA Amtech Elevator Services, for Citywide elevator maintenance and repair services with a contract not-to-exceed amount of $200,694. These services are essential to helping the City comply with American with Disabilities Act (ADA) regulations and ensure efficient, safe, and convenient vertical transportation wherever available.

Amtech Elevators has provided the City with extensive knowledge, expertise, and experience in elevator services. Their swift and prompt response to emergency repairs has allowed City elevators to remain operational with minimal to no service interruption, supporting public access and continuity of operations across City facilities.

During the first year of the contract, unanticipated emergency elevator repairs were required to address urgent operational and safety needs. Due to the ongoing potential for emergency repairs, staff is requesting the addition of a $30,000 contingency to the contract to provide flexibility should emergency repair needs continue to arise.

To accommodate these additional service needs, staff recommends executing Amendment No. 1 to increase the contract amount by $30,000 for Fiscal Year 2025–26, resulting in a total contract not-to-exceed amount of $230,694. The increase in the not-to-exceed amount requires amending the Fiscal Year 2025-26 budget, increasing appropriations by $30,000 in Account No.100-30-510-6040.60 (General Fund, Public Works, Building Maintenance, Contract Services-Building Maintenance/Repairs).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending approval of Amendment No. 1 to Agreement No. 4193 with Amtech Elevator Services to increase the contract not-to-exceed amount by $30,000, resulting in a total not-to-exceed amount of $230,694. This contingency accounts for emergency services during the first year of the contract and provides a financial safety net should additional emergency elevator repairs be required. The

contingency will not be enforced on the purchase order and will only be utilized if necessary. The increase in the not-to-exceed amount requires amending the Fiscal Year 2025-26 budget, increasing appropriations by $30,000 in Account No.100-30-510-6040.60 (General Fund, Public Works, Building Maintenance, Contract Services-Building Maintenance/Repairs).

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement No. 4193
2. Attachment B - Agreement No. 4193

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4193
WITH AMTECH ELEVAOR SERVICES

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1 "), is made and entered into this 14th day of January 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Amtech Elevator Services, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into an agreement with Pacific Coast Elevator Corporation, doing business as, Amtech Elevator Services for Citywide elevator maintenance and repair services dated May 8, 2024 ("Agreement"); and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Consultant desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 2c. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 2(c) of the Agreement Services/Compensation imposes the total not-to-exceed compensation amount of $200,694. The total not-to-exceed compensation amount is hereby amended to $230,694.

SECTION 2. Except as expressly modified or supplemented by this Amendment No.1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No.1 shall control.

[*END OF AMENDMENT NO. 1*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**AMTECH ELEVATOR SERVICES**
Raul Alvarez, City Manager	Kasie Lambert, Branch Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4193
WITH AMTECH ELEVATOR SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 8th, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **AMTECH ELEVATOR SERVICES** (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified contractor to repair and maintenance elevators within the Police Department, Parks, Golf, and Transportation Departments; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 24 – 11 on February 15, 2024; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its training, education, and experience, and submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Contractor will meet the requirements in a satisfactory manner.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. RFP 24 - 11
c. Proposal referenced.
d. 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 services in RFP 24 – 11 and consultant's responses, 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 services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2) additional one (1) year periods, by a written mutual agreement signed by both parties.

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

SECTION 4. PERFORMANCE.

a. The 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 Consultant 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, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the 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.

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 by the City Manager.

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the 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 to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the 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, $4,000,000 aggregate.

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 CONTRACTORS'S profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 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 CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

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

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

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

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during

the term of this Agreement, the 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 the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.
Any subcontract, delegation or assignment shall be made in the name of the 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-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

c. In case any one or more of the provisions contained in this Agreement shall for any reason

be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

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

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

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Consultant:	AMTECH ELEVATOR SERVICES Kasie Lambert, Branch Manager 3041 Rosewell Street Los Angeles, CA 90065 (213)442-8859 Email: Kasie.lambert@amtechelevator.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-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The 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 CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONTRACTOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONTRACTOR. CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guaranteed that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

Raul Alvarez, City Manager

("CONTRACTOR")

AMTECH ELEVATOR SERVICES

Kasie Lambert
Kasie Lambert (Apr 17, 2024 15:20 PDT)

Kasie Lambert, Branch Manager

ATTEST:

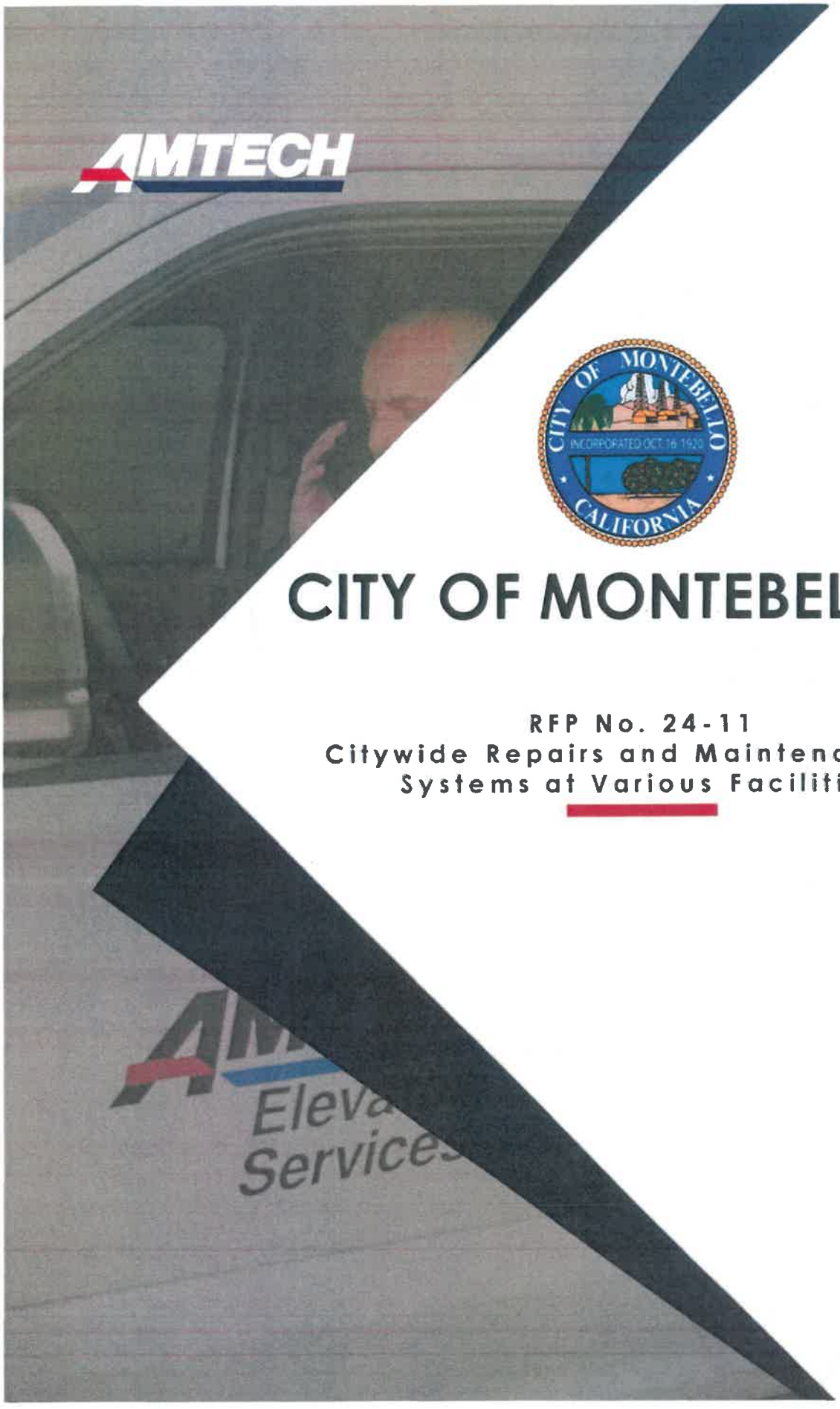
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-11
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement



CITY OF MONTEBELLO

RFP No. 24-11
Citywide Repairs and Maintenance of Systems at Various Facilities

COVER LETTER

March 21, 2024

City of Montebello
Department of Public Works

Re: RFP-Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

We appreciate the opportunity to share the enclosed bid package for Elevator

Maintenance Services for the City of Montebello.

We hope to demonstrate in this RFP response our manpower and support infrastructure for all products covered by this RFP. Amtech Elevator currently maintains several municipalities throughout Southern California which makes Amtech Elevator uniquely qualified to meet your expectations.

Amtech Elevator feels strongly that we understand the scope of work included in the RFP package and accept the terms of the agreement.

We look forward to discussing the details associated with our RFP submission.

*RFP shall be incorporated in its entirety as a part of the
Firm's quote.
*All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
*Amtech Elevator shall allow all authorized federal, state, county, and the City of Montebello official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.
*Amtech Elevator shall comply with the California Labor Code
pursuant to said regulations entitled: Federal Labor Standards provisions; Federal prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
*Amtech Elevator Shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFRR 3) issued pursuant thereto, and any amendments thereof.

Thank you again for the opportunity to bid this RFP.

Christina Bonomo,
Business Development Manager
Christina.Bonomo@amtechelevator.com
626-328-3743

Exhibit B- Project Approach
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

(Please add any additional information to the back of this exhibit)

As a current maintenance provider for several municipalities throughout Southern California, Amtech Elevator has a unique understanding of the City of Montebello's high expectations and level of service detailed in this RFP.

Amtech Elevator Services goal is to provide the following:

* 24-hour Dispatch via Amtech Service Line
* Perform all State of California required testing and provide reports to the State.
* Determine a course of action for long term longevity of equipment.
* Perform proactive maintenance on a monthly basis
* Proactive communication to ensure the City of Montebello always has clear action plans for planned and/or unplanned services and repairs.

To complete these goals, Amtech Elevator will develop a comprehensive maintenance program tailored to the needs of the City of Montebello. Amtech's quality objectives are to improve customer loyalty, reduce service calls, and minimze downtime.To achieve our objectives, Amtech will provide superior service by strengthening onsite customer relations and continously improve the quality of our solutions and processes.

PROJECT APPROACH

Amtech Elevators' approach to interfacing with the City of Montebello during standard and specialized projects is to clearly communicate with all facility personnel to ensure a clear understanding of maintenance scope, timelines, and special requirements.

We specialize in all makes and models of vertical transportation with an ability to provide technical and material sourcing on all currently installed equipment. We offer a unique ability to provide Local & National engineering support to ensure your facilities meets the uptime requirements of your operation.

Our extensive parts inventory and comprehensive safety program will allow us to maintain the City of Montebello with the flexibility of a small local company, with access to the resources of a large worldwide corporation.

1. PRE-START MEETING

- Introduce team to building personnel
- Discuss special protocol/schedule for technicians
- Discuss City of Montebello's safety and procedural requirements

2. FIRST WEEK

- Inspect machine rooms
- Verify wiring diagrams are in place
- Verify fuse sizes
- Check that no jumpers are on equipment
- Install safety stickers
- Post fire service testing logs
- Inspect Cartops and Pits

3. AFTER 30 DAYS

- Provide ongoing equipment Quality and Safety inspections to minimize disruption and unplanned events.
- Amtech Account Manager to regularly communicate with the City of Montebello Facilities, on equipment action plans, material order status, job site updates.
- Review maintenance and repair schedules, for repairs, required testing and extended down time maintenance procedures.

Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

Date: March 21 20 24

Bidder: Amtech Elevator Services

Tax Identification No.: 06-141-7004 CSLB No.: 737286

D.I.R. Registration No.: 1000007601

Contact Person: Christina Bonomo

Address: 3041 Roswell Street

City: Los Angeles State: CA Zip Code: 90065

Telephone: 626-328-3743 Email: Christina.Bonomo@amtechelevator.com

History of the Company

(Please add any additional information to the back of this exhibit)

Amtech Elevator has been serving the Los Angeles area since 1969. Originally a subsidiary of the ABM group of Building Services Companies, Amtech Elevator was acquired by by United Technologies, a Fortune 500 Company, under the Otis Elevator division in 2003. Otis Elevator is the oldest and largest elevator company in the world, employing 60,000+ skilled employees worldwide. Upon Otis Elevator acquiring Amtech Elevator Services, Amtech Elevator is now even sronger, benefiting from the broad and deep resources offered by its parent company. Including, environmental and safety policies,extensive engineering resources and product/parts availability, yet continues to operate independently, as a locally based company.

COMPANY OVERVIEW

3041 Roswell Street
Los Angeles, CA 90065

12921 166TH Street
Cerritos, CA 90703

Amtech Service Line	(844) 258-1523
Christina Bonomo (Primary contact during RFP process) Business Development Manager	(626) 328-3743
Kasie Lambert Branch Manager	(213) 442-8859

Dun & Bradstreet Number	039674587
Tax Identification Number	06-141-7004

200+
EMPLOYEES

60+
SERVICE MECHANICS

Est. 1853
YONKERS, NEW YORK

Subsidiary of
Otis Elevator

>9,000
UNDER SERVICE

Exhibit A- Bidder Information

for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

Key differentiating factors and area of expertise
(Please add any additional information to the back of this exhibit)

*Flexibility of a small local company, with resources of a large worldwide corporation.

*Engineering expertise across all equipment types and brands (elevators and escalators)

*Expert online technical diagnostic support for field technicians

*Otis worldwide engineering resources

*Extensive local and national inventory of replacement parts

Amtech services all equipment makes and models, both currently supported products and/or no longer supported (obsolete or discontinued) elevator equipment.

Prior experience performing similar government/public agencies.
(Please add any additional information to the back of this exhibit)

Please see attached:

Municipalities Currently On Service

	City of Pasadena	City of Burbank	City of Los Angeles
No. of Units	22	45	40

	City of Oxnard	City of Santa Ana	City of West Covina
No. of Units	18	30	2

	City of Torrance	City of Placentia	City of Downey
No. of Units	17	2	3

	City of Norwalk	City of San Bernardino	City of Manhattan Beach
No. of Units	11	11	12

	City of Moreno Valley	City of Rancho Cucamonga	City of Escondido
No. of Units	2	3	19

	City of Compton
No. of Units	6

Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

List of personnel to be used on the project with description of their qualifications and experience.
(Please add any additional information to the back of this exhibit)

Please see attached:

AMTECH

Glendale Office
3041 Roswell St.
Los Angeles, CA 90065

24/7 Service Dispatch
844-258-1523

Branch Contact Information

Branch Manager

Kasie Lambert

Cell: 213-442-8859
Kasie.Lambert@amtechelevator.com

5 years of experience managing Amtech Glendale Office.

Service Supervisor

Chad Boyer

Cell: 213-590-7480
Chad.Boyer@amtechelevator.com

10 years experience as an elevator technician

Account Manager

Steve Park

Cell: 213-494-6872
Steve.Park@amtechelevator.com
20 years of experience as an Account Manager

Mechanics

Elevator Service Mechanic (2016 - Current)

Jessy Velasquez, Amtech Elevator Mechanic
Liftech Elevator Services - Los Angeles, California
- Elevator Repair Mechanic (2021 - Current)
- Elevator Modernization (2016-2021)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, US Elevator.

Training: IUEC Local 18 mechanic certification

Colin Kately, Amtech Elevator Mechanic

Amtech Elevator Services - Los Angeles, California
- Elevator Service Mechanic (2016 - Current)

Mitsubishi Electric Elevators - Los Angeles, California
- Elevator Repair Mechanic (2006 - 2016)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, Mitsubishi, US Elevator.

Training: IUEC Local 18 mechanic certification

Jim Martin, Amtech Elevator Adjustor

Amtech Elevator Services - Los Angeles, California
- Elevator Adjustor (2016 - Current)

Thyssen Krupp Elevator - Los Angeles, California

- Elevator Service Mechanic (1993 - 2011)

Equipment Experience: KONE, Montgomery, Otis, Delta, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, Mitsubishi, Swift, US Elevator.

Training: IUEC Local 18 mechanic certification

Certifications:
City of Los Angeles – Journeyman elevator mechanic license
State of California – Certified Competence Conveyance Mechanic

TEAM QUALIFICATIONS

Locally, Amtech Elevator is managed by a Regional Director, Jim Strachan, who oversees the two Amtech Southern California offices. The following are key personnel who will be managing your accounts:

AMETCH ORGANIZATION HIGHLIGHTS

MECHANICS/ HELPERS	OFFICE EMPLOYEES	CONSTRUCTION SUPERINTENDENTS	SERVICE & MOD SUPERVISORS	ADJUSTORS	PROJECT MANAGERS	TOTAL ASSOCIATES	UNITS ON SERVICE
140	50	1	3	4	2	200	9000+

KASIE LAMBERT
General Manager
Los Angeles

CHAD BOYER
Service Supervisor

CHRIS BARNES
Service Supervisor

ZACK MCCALISTER
Project Manager

JIMMIE MARTIN
Repair Supervisor

BLESSING NDON
State & City Compliance

ALEJANDRA RAMIREZ
Repair Coordinator

MARY ORTEGA
Office Manager

DONNA GAGE
Collections Specialist

CHRISTINA BONOMO
Business Development Manager

STEVE PARK
Account Manager

RACHEL RAZOM
Account Manager

J'VAUGHN AUBRY
Account Manager

ALEJANDRA GARCIA
Account Manager

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 737286 Entity CORP

Business Name PACIFIC COAST ELEVATOR
CORPORATION DBA AMTECH
ELEVATOR SERVICES

Classification(s) C11

Expiration Date 06/30/2025 www.cslb.ca.gov

[redacted]

Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

Contractor Information

Legal Entity Name
PACIFIC COAST ELEVATOR CORPORATION
Legal Entity Type
Corporation
Status
Active
Registration Number
1000007601
Registration effective date
07/01/23
Registration expiration date
06/30/24
Mailing Address
120 S Central Ave Ste 350 Clayton 63105 MO Unite...
Physical Address
9800 FIRESTONE BLVD DOWNEY 90241 CA United
Email Address
cls-blms@wolterskluwer.com
Trade Name/DBA
AMTECH ELEVATOR SERVICES
License Number (s)
CSLB:737286
CSLB:737286

Registration History

Effective Date	Expiration Date
05/11/18	06/30/19
05/01/17	06/30/18
05/09/16	06/30/17
06/26/15	06/30/16
01/29/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24

Legal Entity Information

Corporation Entity Number: C2004549
Federal Employment Identification Number:
President Name: Joe Armas
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:
Agent of Service Name: C T Corporation System
Agent of Service Mailing Address: 330 N Brand Blvd, STE 700 Glendale 912

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

MONTEBELLO

City of Montebello
RFP 24 - 11
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities
Appendix E – REFERNCES

Entity Name City of Pasadena

Business Address 100 N. Garfield Ave. Pasadena, CA 91101

Name of Contact Sarkis Bekmezian

Title Contact Electrical Superintendent-Public Works Department

Telephone Number of Contact (626) 999-7689

Email of Contact sbekmezian@cityofpasadena.net

Description of Project Elevator Maintenance and Repair -30 Units

Date of Service 2017-Present

Entity Name City of Burbank-Public Works Department

Business Address 124 S. Lake Street Burbank, CA 91502

Name of Contact Kenny Armenta

Title Contact Facilities Maintenance Manager

Telephone Number of Contact (818) 421-1829

Email of Contact karmenta@burbankca.gov

Description of Project Elevator Maintenance and Repair-34 Units

Date of Service 2022-Present

Entity Name City of Santa Ana

Business Address 20 Civic Center Plaza Santa Ana, CA 92701

Name of Contact Phil Neff

Title Contact Director of Facilities

Telephone Number of Contact 714-719-2526

Email of Contact PNeff@santa-ana.org

Description of Project Elevator Maintenance and Repair -30 Units

Date of Service 2020-Present

Exhibit D- As Needed Services'

As-Needed Elevator Maintenance and Repair Services

The Respondent, in compliance with the above referenced project, having examined the specifications, City of Montebello Insurance Requirements, City of Montebello terms and conditions, related documents and the sites of the proposed work, and having become completely familiar with local conditions surrounding the proposed work, including the availability of materials and labor, hereby propose to perform all work at rates stated below, which are to cover all expenses incurred in performing the work.

SCOPE: As-Needed Elevator Maintenance and Repair Services

Service Technicians

	Regular Time	Regular Time (Overtime)
Classifications	Rate $/Hr.	Rate $/Hr.
Laborer	N/A	N/A
Apprentice	245.00	490.00
Journeyman	350.00	710.00

Above labor rate shall be fixed for the duration of the contract. Labor rate shall be inclusive of all supervision, profit, overhead, insurance, bonding, etc.

Materials shall be billed at Contractor's direct cost plus 20 %

Minimum service call 0 Hours.

Truck charge $ 0

Subcontracted services -Direct cost plus 20 %

Contractors Legal Name: Pacific Coast Elevator Corporation dba Amtech Elevator Services

Contractor's License No.: 737286

Signature: _____ Date: 3-21-24

"SAMPLE"

Service and Repair Order

3/18/2024

CUSTOMER NAME
CITY OF MONTEBELLO
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

AMTECH ELEVATOR SERVICES
3041 ROSWELL ST
LOS ANGELES, CA 90065

AMTECH CONTACT
Christina Bonomo
Phone:
Email:
Christina.Bonomo@amtechelevator.com

PROJECT LOCATION
SENIOR CITIZENS CENTER
215 S. TAYLOR AVE
MONTEBELLO, CA 90640

PROPOSAL NUMBER
QTE-001862895

SERVICE AND REPAIR ORDER

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
UNIT-001199807	SENIOR CITIZENS CENTER

SCOPE OF WORK

SAMPLE ELEVATOR REPAIR PROPOSAL

Amtech will provide parts and labor necessary to <insert text>. We will adjust for proper operation after repair.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

SERVICE AND REPAIR ORDER

PRICE
$1,787.50
One thousand seven hundred eighty-seven and 50/100 dollars

This price is based on a **zero** percent **(0%) downpayment** in the amount of $0.00.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a downpayment of zero percent (0%) of the base contract amount.
- The downpayment amount is due in full prior to Amtech ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
75%	- 5%	
100%	- 10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

CITY OF MONTEBELLO	Amtech Elevator Services
Date:	Date:
Signed:	Signed:
Print Name:	Print Name: Kasie Lambert
Title:	Title: Sr Manager & GM - Amtech Glendale
Email:	Email:

Company Name: CITY OF MONTEBELLO

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent _____
(Name of Principal or Owner)

SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of percent (0.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Amtech personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Amtech shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by a Amtech maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Amtech shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

SERVICE AND REPAIR ORDER

the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Amtech harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Amtech's sole negligence. In the event that Amtech is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Amtech's sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Amtech a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least $2,000,000 for personal injury or death, and $2,000,000 for property damage, naming Amtech as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Amtech. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Amtech. You shall provide Amtech with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Amtech incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.amtechelevator.com. Customer agrees that is will disseminate these procedures throughout its organization to the appropriate personnel who interact with Amtech personnel while Amtech personnel are working on site at Customer's facility. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
14. This Contract will be deemed voidable, even after execution, if it is determined by Amtech that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Amtech or otherwise apply to Amtech operations.
15. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Exhibit "B"

SCHEDULE OF COMPENSATION

LOCATION	YEAR 1 ANNUAL COST	YEAR 2 ANNUAL COST	YEAR 3 ANNUAL COST	YEAR 4 ANNUAL COST (IF EXTENDED)	YEAR 5 ANNUAL COST (IF EXTENDED)
Elevator 1 - Police Department Passengers (3 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 2 - Police Department Passengers (4 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 3 - Reggie Rodriguez Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 4 - Transportation Building Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 5 - Senior Citizens Center Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 6 - Quiet Cannon Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 7 - Quiet Cannon Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 7 - Quiet Cannon Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
TOTAL ANNUAL COST (FOR ALL SERVICES/LOCATIONS)	$16,320.00	$ 16,891.20	$ 17,482.40	$ 18,094.24	$ 18,727.52

Submitted by (Company Name): Amtech Elevator Services

Contact Person: Christina Bonomo

Company Address: 3041 Roswell Street

City, State, Zip: Los Angeles, CA 90065

Phone Number: 626-328-3743

Contact E-mail: Christina.Bonomo@amtechelevator.com

Contractor License #: C-11 737286

Signature: _____

Date: 3-21-24

EXHIBIT "C"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

Exhibit "D"

LIVE SCAN FINGERPRINTING REQUIREMENT

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 CN103059650-Otis-STAND-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Otis.CertRequest@marsh.com
INSURED Amtech Elevator Services 1289 N. Post Oak Rd. Suite 100 Houston, TX 77055	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Insurance Co. Of Pittsburgh, PA — 19445 **INSURER B :** AIU Insurance Co — 19399 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011937817-01 **REVISION NUMBER:** 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			9941236	12/01/2023	12/01/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			"$2,000,000 General Aggregate"			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
				"Per Project / Location"			MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7620238 (AOS)	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	X ANY AUTO			7620239 (MA)	12/01/2023	12/01/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			9941238	12/01/2023	12/01/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			049154390 (AOS)	12/01/2023	12/01/2024	X PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		049154391 (CA)	12/01/2023	12/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			049154392 (WI)	12/01/2023	12/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate only applies to Contract No: Bid - RFP NO. 24-11

Project: Citywide Repairs and Maintenance of Elevator Systems at Various Facilities 1600 West Beverly Boulevard Montebello, CA 90640

CITY OF MONTEBELLO, its officers, employees, agents and volunteers is/are included as additional insured (except workers compensation) when required by written contract and/or agreement. Insurance, when applicable to an additional insured and when specified in a written agreement among the parties, applies on a primary basis with no contribution by the additional insured. Waiver of Subrogation is included if required by contract. Contractual Liability is provided to the extent afforded by the above general liability policy.

CERTIFICATE HOLDER

CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 762-02-38

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company f or nonpayment of premium, or by the Insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Manuscript

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company f or nonpayment of premium, or by the Insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Manuscript

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2023 forms a part of Policy No. WC 049154391

Issued to OTIS WORLDWIDE CORPORATION

By AIU INSURANCE COMPANY

LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, either:

   (a) the name of the entity shown on the certificate, a contact name at each such entity and the U.S. Postal Service address of each such entity; or

   (b) the email address of a contact at each such entity; and

3. the Insurer received this information after the Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") to such Certificate Holders within 30 days after the Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured provides such information to the Insurer.

Proof of the Insurer emailing or mailing the Advice, using the information provided by the Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.

2. Insurer means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 57
(Ed. 04/11)

POLICY NUMBER: 762-02-38

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: 762-02-38

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	OTIS WORLDWIDE CORPORATION
Endorsement Effective Date:	12/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization whom you have agreed, in written contract, will be entitled to this waiver of our rights of recovery
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE, THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR ONGOING OPERATIONS (AS PER ISO FORM CG 20 10 07 04 OR ITS EQUIVALENT).	ANY LOCATIONS THAT IS COVERED BY, OR SUBJECT TO A WRITTEN CONTRACT UNDER WHICH AMTECH ELEVATOR COMPANY HAS AGREED TO PROVIDE THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM AMTECH ELEVATOR COMPANY HAS THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR COMPLETED OPERATIONS (AS PER ISO FORM CG 20 37 07 04 OR ITS EQUIVALENT)	ALL LOCATIONS THAT ARE LISTED IN WRITTEN CONTRACTS OR AGREEMENTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANC E POLICY

A. The amended Other Insurance condition in Paragraph B. below applies only to persons or organizations qualifying additional Insureds under this policy, subject to all other applicable terms and conditions not modified by this endorsement.

As respects any person or organization· qualifying as a Named Insured under this policy, the Other Insurance condition is not amended and continues to apply on an excess basis.

B. With respect to insurance provided to persons or organizations described in Paragraph A. above, the Other Insurance condition in the Conditions Section is replaced by the following:

Other Insurance

1. Primary Other Insurance
If you have agreed in a written contract or written agreement to provide primary insurance to the additional insured, then this insurance will be primary, Additionally, to the extent that you have agreed with an additional insured that this insurance shall apply on a non-contributory basis with other Insurance available to that additional insured, we will not seek contribution from such additional insured's other Insurance.

If other insurance is also primary, we will share with all· that other insurance by the method described in Paragraph 2·. below,

2. Method Of Sharing
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until i.t has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of Insurance to the total applicable limits of insurance of all Insurers.

MANUSCRIPT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the Insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2023 forms a part of Policy No. WC049154391

Issued to OTIS WORLDWIDE CORPORATION By

A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

[redacted]

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST UNDER ANY CONTRACT OR AGREEMENT, YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.	

WC 04 03 06 (Ed. 04/84)

Countersigned by _____

Authorized Representative

AGR. 4193 AMTECH

Final Audit Report 2024-04-17

Created:	2024-04-17
By:	Jacqueline Leon (jleon@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQIoVl4pvZkF5M96qTkbF4qUTwQEzUmWX

"AGR. 4193 AMTECH" History

Document created by Jacqueline Leon (jleon@montebelloca.gov)
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2024-04-17 - 9:41:25 PM GMT

Email viewed by Kasie Lambert (kasie.lambert@amtechelevator.com)
2024-04-17 - 10:19:54 PM GMT

Document e-signed by Kasie Lambert (kasie.lambert@amtechelevator.com)
Signature Date: 2024-04-17 - 10:20:41 PM GMT - Time Source: server

Agreement completed.
2024-04-17 - 10:20:41 PM GMT

Adobe Acrobat Sign

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD AGREEMENT NO. 4448 TO MONARKA DEVELOPMENT CORPORATION, DBA EXPRESS SIGN & NEON, FOR THE LED SIGN CITY HALL PROJECT (CP 933)**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4448 to Monarka Development Corporation for LED Sign City Hall Project (CP 933) as the most responsive, responsible bidder for the amount of $92,860; and
2. Approve a construction contingency of $7,140 should any necessary change orders be required; and
3. Authorize the City Clerk's Office to release all other bidders' bonds; and
4. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding the construction contract agreement to Monarka Development Corporation as the most responsive and responsible bidder for the amount of $92,860. Additionally, a construction contingency in the amount of $7,140 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life, bringing the total contract amount to $100,000. Funds are available in Account No. 100-70-700-6040.60 (General, Parks & Recreation, Recreation Administration, Contract Services – Building Maintenance/Repairs).

This project is part of the Fiscal Year 2025-26 Capital Improvement Program (CIP) and funds were budgeted as part of City Council action on October 10, 2025 approving CIP related budget amendments and carry-overs. Therefore, no budget amendment is required as part of the recommended actions.

BACKGROUND/DISCUSSION:

On November 12, 2025, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for the City Hall sign project. This project will improve communication with residents by installing a modern electronic sign to display important information, announcements, and community updates. The existing sign at City Hall is approximately 20 years old and has been out of service since 2019 due to failures in its communication system. Retrofitting the sign is not a feasible option, as the core display components are outdated and would remain obsolete even with upgraded communication equipment.

The NIB was published on November 13, 2025, in a local newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on December 17, 2025. The following is the tabulation based on the order of when the bids were received:

	Contractors	Total
1	Monarka Development Corp.	$92,860.00
2	Square Signs, LLC.	$96,010.00
3	Voltaire Engineering	$114,177.00
4	Bravo Sign & Design	$182,000.00

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

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council award a construction agreement to Monarka Development Corp. for the LED Sign at City Hall project (CP 933) in the amount of $92,860 and approve a construction contingency of $7,140 payable for a total contract

amount of $100,000. Additionally, staff recommend the City Council release all other bidders' bonds and authorize the City Manager to execute the construction agreement and all change orders in good faith.

ATTACHMENT(S)

1. Attachment A - Agr. No. 4448 - Monarka Development Corp. DBA Express Sign & Neon
2. Attachment B - Bid Results CP 933

PUBLIC WORKS AGREEMENT NO. 4448
WITH MONARKA DEVELOPMENT CORP.

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on January 14, 2026, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and MONARKA DEVELOPMENT CORP., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids on November 13, 2025, C.P. No. 933 for LED Sign City Hall Project ("PROJECT").

WHEREAS, on January 14, 2026, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the CONTRACT DOCUMENTS are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

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

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices
3. Standard drawings
4. Details

5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SECTION 2. THE WORK

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

SECTION 3. TERM; AND TIME FOR COMPLETION

a. This Agreement shall expire June 30, 2027, from the Effective Date, unless terminated earlier as hereinafter provided.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **Ninety-Two Thousand Eight Hundred Sixty ($92,860),** which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR

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

4.2. Retention of Funds

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

4.3. Substitution of Securities

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

SECTION 5. UNDOCUMENTED WORKERS

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

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **Sixty (60)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

   1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
   2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
   3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.

d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

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

8.2. Ineligible CONTRACTOR Prohibited.

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

8.3. Compliance with SB 854 Registration.

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

8.4. Trench and Pipeline Safety.

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

8.5. Utility Relocation.

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

8.6. Third Party Claims Notification.

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

8.7. Unfair Business Practices Claims.

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

8.8. Day's Work.

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

8.9. Payroll Records.

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

8.10. Employment of Apprentices.

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

8.11. Records Audit

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

SECTION 9. PREVAILING WAGES

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

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

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

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

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

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

SECTION 11. BONDS

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

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

SECTION 12. INSURANCE REQUIREMENTS

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

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

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

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of $375,000 or Less

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

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

14.2 Public Contract Code 9204 Claims

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

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

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

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

15.3 Waiver of Remedies for any Breach.

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

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

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

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

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

SECTION 18. NOTICE OF COMPLETION

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

SECTION 19. AUTHORITY

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

SECTION 20. ENTIRE AGREEMENT

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

SECTION 21. ATTORNEY'S FEES AND COSTS

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

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

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

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

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

To CONTRACTOR:
Monarka Development Corporation DBA Express Sign & Neon
Attn: Edgar Aceituno, CEO
Address: 2327 Southwest Drive
Los Angeles, CA 90043
(323) 291-3333
Email: edgar@esnco.net

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

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any

such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

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

SECTION 26. COUNTERPARTS

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF MONTEBELLO
("CITY")

By: _____
Raul Alvarez, City Manager

Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

MONARKA DEVELOPMENT CORP.
("CONTRACTOR")

By: _____
Edar Aceituno, CEO

Date: _____

By: _____
Janette Aceituno, CFO

Date:_____

EXHIBITS:

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

EXHIBIT "A"
INSURANCE REQUIREMENTS

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

1. **Comprehensive General Liability and Automobile Liability Insurance Coverage.**

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

   Minimum coverage: Bodily injury limits of $1,000,000 for each person and $1,000,000 for each occurrence; property damage limits of $1,000,000 for each occurrence, $2,000,000 aggregate.

   Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS ($2,000,000);

   A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS ($2,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

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

2. **Automobile Liability.**

   CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least $1,000,000 per accident for bodily injury and property damage.

3. **Worker's Compensation.**

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

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

4. **Additional Insureds.**

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

5. **Notice of Cancellation.**

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

6. **Severability Clause.**

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

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

7. **Qualifications of Insurer.**

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

8. **Approval of Insurer.**

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

9. **Payment of Premiums.**

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

10. **Subrogation.**

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

11. Evidence of Insurance and Claims.

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

(Use of City Bond Form is Required)

EXHIBIT "B"
PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORs shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____ _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____

City Attorney

(Use of City Bond Form is Required)

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____

_____

_____and all appurtenant work in accordance with the plans and specifications for Project No._____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all SUB-CONTRACTORs, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars ($_____), lawful money of the United States of America, which is 100% of the amount of the Agreement, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

_____

_____

_____

The address at which the Principal may be served with notices, papers and other documents is:

_____

_____

_____

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORs, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORs pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's

fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any Agreement, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the Agreement, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Agreement or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT “D”
Contractor’s Proposal

PROPOSAL

FOR

LED SIGN CITY HALL

C.P. No. 933

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as "AGENCY" or "City"

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

PROPOSAL

FOR

LED SIGN CITY HALL

C.P. No. 933

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	$ 2,950.00	$ 2,950.00
2	Traffic Control	1	LS	$ 850.00	$ 850.00
3	Implementation of BMPs	1	LS	$ 940.00	$ 940.00
4	Electronic billboard, 6mm pixel Watchfire LED Display	1	LS	$ 88,120.00	$ 88,120.00
	TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES				$ 92,860.00

TOTAL AMOUNT BID IN WORDS: Ninety Two Thousand, Eight Hundred and Sixty.

Dollars

Edgar Escalante — CEO

Bidder's Signature — Title

Monarka Development Corporation DBA Express Sign & Neon

Company Name

ALTERNATE BID SCHEDULE - A

LED SIGN CITY HALL

C.P. No. 933

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	Bidders shall include potholing to expose and verify the size and condition of the existing sign footing. Contractor to provide structural engineer report to determine applicable wind load that supports the new LED sign. Should the existing footing not meet structural requirements, the project may be cancelled.	1	LS	4,000.00	4,000.00

TOTAL AMOUNT BID IN WORDS Four Thousand. ----------

---------- Dollars

Bidder's Signature

CEO
Title

Monarka Development Corporation DBA Express Sign & Neon
Company Name

Contract agreement will be executed based on the base bid schedule (lowest, most responsive, and responsible bid) only, and not the alternate bid schedule A. Alternate bid schedule A will only be included if funding suffices.

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

Bidder's List of subcontractor

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

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

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

Name: City, State				

REFERENCES

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

1. City of Torrance; 3031 Torrance Blvd. Torrance, CA, 90503
   Name and Address of Agency

   Jason Baer (310) 781-6900
   Name and telephone number of person familiar with project

   $314,214.00 | Free Standing Digital Display Pylon Signs | 12/2025
   Contract amount | Type of work | Date completed

2. CSU San Luis Obispo; 1 Grand Ave. San Luis Obispo, CA93407
   Name and Address of Agency

   Dave Norton (805) 756-5184
   Name and telephone number of person familiar with project

   $368,460.00 | Free Standing Monument Signage | 02/2025
   Contract amount | Type of work | Date completed

3. City of Rancho Palos Verdes; 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275
   Name and Address of Agency

   Daniel Trautner (310) 5474-5264
   Name and telephone number of person familiar with project

   $397,400.00 | Free Standing Gateway Signs | 09/2023
   Contract amount | Type of work | Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Western Surety Company; 101 South Reid #300, Sioux Falls, SD 57103; (800) 331-6053

The Bond Connection; PO Box 4164, Dana Point, CA 92629; (800) 298-4826

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No X

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

Public Contract Code 10232 Statement

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

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

Non-collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of City of Montebell / Los Angeles County
DEPARTMENT OF PUBLIC WORKS.

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

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

NON-COLLUSION AFFIDAVIT

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

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

LED Sign City Hall

(Fill in description of contract)

Monarka Development Corporation
DBA Express Sign & Neon
Company

Edgar Aceituno
Name of Bidder

Signature of Bidder

2327 Southwest Dr.
Business Address

Los Angeles, CA 90043
City StateZip Code

Subscribed and sworn to before me this 16th day of December, 20 2 5 .

Notary Public in and for the County of

, State of California.

My Commission Expires , 20 .

See Attachment

C-11

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16 day of December,

2025 by Edgar Aceituno,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JOSEPH BARRIENTOS
Notary Public - California
Los Angeles County
Commission # 2498499
My Comm. Expires Aug 24, 2028

Signature (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-collusion Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: [N/A]
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action: [ ]
- b. initial award
- c. post-award

3. Report Type: [ ]
- b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[ ] Prime [ ] Subawardee
Tier_____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ [ ] actual [ ] planned

12. Form of Payment (check all that apply):

[ ] a. cash
[ ] b. in-kind; specify: nature_____
value _____

13. Type of Payment (check all that apply)

[ ] a. retainer
[ ] b. one-time fee
[ ] c. commission
[ ] d. contingent fee
[ ] e deferred
[ ] f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** [ ] **No** [X]

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Edgar Aceituno

Print Name: Edgar Aceituno

Title: CEO

Telephone No.: 323-291-3333 Date: 12/16/25

Authorized for Local Reproduction

Federal Use Only:

Standard Form - LLL

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

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

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

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

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

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

PROPOSAL GUARANTEE
BID BOND **NO. 73777748**

FOR

LED SIGN CITY HALL

C.P. No. 933

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that Monarka Corporation dba Express Sign & Neon, as BIDDER, and Western Surety Company, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of ten percent of the amount bid in ---------- dollars (10%), which is ten percent of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this 17th day of December, 20 25.

2327 Southwest Drive
Los Angeles, CA 90043
323-291-3333

BIDDER* Monarka Corporation dba Express Sign & Neon

Edgar Aceituno EDGAR ACEITUNO, CEO

101 South Reid #300
Sioux Falls, SD 57103-7045
800-331-6053

SURETY* Western Surety Company

Blake A. Pfister, Attorney-in-Fact

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

NOTARY PUBLIC see attached acknowledgment

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

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On December 12, 2025 (Date) before me, L. Nahina Pfister, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Blake A. Pfister (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

L. NAHINA PFISTER
Notary Public - California
Orange County
Commission # 2479518
My Comm. Expires Jan. 13, 2028

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond 7377748

Document Date: December 17, 2025 Number of Pages: 1

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister	Signer's Name: -----
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: Western Surety Company	Signer is Representing:

©2019 National Notary Association

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Blake A Pfister, Individually

of Mission Viejo, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of April, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of April, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of December, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

LED SIGN CITY HALL

C.P. No. 933

IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes_____ No X

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Monarka Development Corporation DBA Express Sign & Neon

Business Address: 2327 Southwest Dr. Los Angeles, CA 90043

Telephone (323) 291-3333

State Contractor's License No. and Class: 1095798 C-45

Original Date Issued 08/25/2022 Expiration Date 08/31/2026

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

Edgar Aceituno CEO, 2327 Southwest Dr. Los Angeles, CA 90043, (323) 291-3333

Janette Aceituno CFO, 2327 Southwest Dr. Los Angeles, CA 90043, (323) 291-3333

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

N/A

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

Express Sign & Neon, Express Sign

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 16th day of December, 2025.

BIDDER Monarka Development Corporation DBA Express Sign & Neon

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

Signature of Contractor's Representative

Edgar Aceituno
Printed Name

CEO
Title

Subscribed and sworn to this 16th day of December, 20 25.

NOTARY PUBLIC See Attachment

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16 day of December,

2025 by Edgar Aceituno,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JOSEPH BARRIENTOS
Notary Public - California
Los Angeles County
Commission # 2498499
My Comm. Expires Aug 24, 2028

Signature (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Law/Safety Questionnaire
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

Per this requirement, provide the following information:

Monarka Development Corporation DBA Express Sign & Neon

Contractor Name

DIR PW-LR 1000989926

Contractor Department of Industrial Relations Registration Number:

06/30/2027

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

MONTEBELLO

ADDENDUM NO. 1

LED Sign City Hall

CP 933

November 18, 2025

This notice comprises Addendum No. 1 to City of Montebello CP No. 933. This addendum provides the Job Walk Sign-In Sheet for November 18, 2025 at 9:30 a.m.

Cesar Roldan
Director of Public Works

CITY HALL LED SIGN (CP 933)

JOB WALK SIGN IN SHEET

TUESDAY NOVEMBER 18, 2025 TIME: 9:30AM LOCATION: 1600 W BEVERLY BLVD. MONTEBELLO, CA 90640

	REPRESENTATIVE NAME	COMPANY NAME	EMAIL	PHONE #
1	Edgar Aceituno	Express Sign & Neon	edgar@esnco.net	323-291-3333
2	Carlos Delgado	Voltaire Engineering Inc.	voltairellc44@gmail.com	909-747-8414
3	Lyndsee Veltre	Encore Image Signs	L.Veltre@encoreimage.com	909-230-5586
4	Eduardo Chi	Square Signs LLC	proc@squaresigns.com	818-538-5142
5	Carlos Morales	ACM Lighting Services	acmlighting@sbcglobal.net	951-830-0423
6	Ted Cox Jr.	Bravo Sign and Design	bsdproduction@bravosign.com	714-254-7054 ext. 208
7	Vanessa Cabrera	G & J Neon Signs	vanessa@gjsigns.com	323-284-4000
8	Michael Nalbaudian	Sign Zone, Inc.	michael@signzonela.com	747-229-7771
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CITY HALL LED SIGN (CP 933)

JOB WALK SIGN IN SHEET

TUESDAY NOVEMBER 18, 2025 TIME: 9:30 AM LOCATION: 1600 W. BEVERLY BLVD MONTEBELLO, CA 90640

	REPRESENTATIVE NAME	COMPANY NAME	EMAIL	PHONE #
1	EDGAR ACEITUNO	EXPRESS SIGN & NEON	EDGAR@ESNCO.NET	323.291.3333
2	Carlos Delgado	Voltaire Engineering Inc	Voltaire llc 44@ gmail.com	909-747-8414
3	~~GERMAN CORTEZ~~			
4	Lyndsee Veltre	Encore Image Signs	L.veltre@encoreimage.com	#909.230-5586
5	EDUARD CHI	Square Signs LLC	proc@squaresigns.com	8185385142
6	Carlos Morales	ACME Lighting Services	acmlighting@sbcglobal.net	951
7	TEO cof JR.	BRAVO SIGNS & PERFORMANCE	BSPRODUCTION@BRAVOSIGNS.COM	714-254-7054 830-0428
8	Vanessa Cabrera	G & J Neon Signs	Vanessa@GJSigns.com	323.284.4000 x128
9	Michael Malbandian	Sign Zone, Inc.	michael@signzoneca.com	747-229-7771
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MONTEBELLO

ADDENDUM NO. 2

LED Sign City Hall

CP 933

December 1, 2025

This notice comprises Addendum No. 2 to City of Montebello CP 933. This addendum provides the questions submitted by vendors and responses provided by the City.

Question 1. In addition to uploading the bid bond with the bid documents, is it a requirement to deliver the original bid bond to the city prior to bid opening?

Response- Original bid bonds must be submitted directly to the City Clerk's Office located at City Hall, 1600 W. Beverly Boulevard, Montebello, CA 90640.

Question 2. If the same contractor holds a Class A license under one business name but signed in at the job walk under another business name that holds a C-10 license, will this affect eligibility to bid? Also, is there any flexibility in accepting a C-10 license for this scope?

Response- If the contractor signed in under a different business name than the one that intends to submit the bid, this can affect bid eligibility. The business/entity that attends the mandatory job walk must be the same legal entity that submits the bid, including having the proper active license classification required for the project. If the job walk sign-in was under a different company with a different license (e.g., C-10), and the bidding entity holds a Class A under a separate business name, this may be viewed as non-compliant.

Regarding license classifications:

If the project scope requires a Class A license (or another specific classification) as stated in the Notice Inviting Bids, there is generally no flexibility to accept a C-10 unless the following applies:

1. The scope of work clearly fits within the C-10 classification and
2. The agency formally determines that C-10 is acceptable for the prime contractor role.

In most public works contexts, agencies cannot substitute or accept alternative license classifications after the bid has been advertised, because doing so may be considered unfair to other bidders.

Question 3. Each LED display requires 20 amps for a total of 40 amps, not including the power needed for the illuminated portion of the sign itself. Please confirm that the City will provide adequate power to the sign location.

Response- The City will provide adequate power to meet all electrical requirements for the sign.

Question 4. Will substitutions for the LED manufacturer (not Watchfire) be accepted? If yes, what is the deadline for substitution submittal?

Response- No, there is no substitution for LED manufacturer.

Question 5. Is working from the parking lot an option instead of the street with lane closure & traffic control?

Response- City will discuss the logistics with the contractor awarded the contract.

Question 6. Original sign manufacturer, Stewart Signs in FL, no longer has any record of the existing footing for this sign. Will the City be able to provide this information? If not, how will the City determine if the existing footing can hold the new sign & wind load?

Response- Bidders shall include potholing to expose and verify the size and condition of the existing sign footing. City will provide an alternate bid item for the calculation of applicable wind load that supports the new LED sign. Should the existing footing not meet structural requirements, the project may be cancelled. Attached are the revised bid schedule that must be utilized and submitted by all bidders.

Cesar Roldan
Director of Public Works

Attachment B - Bid Results											
LED SIGN CITY HALL (CP-933)											
				MONARKA DEVELOPMENT		SQUARE SIGNS LLC		VOLTAIRE ENGINEERING		BRAVO SIGN & DESIGN	
Item No.	Description	Quantities	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	MOBILIZATION	1	LS	$2,950.00	$2,950.00	$2,900.00	$2,900.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00
2	TRAFFIC CONTROL	1	LS	$850.00	$850.00	$1,300.00	$1,300.00	$1,500.00	$1,500.00	$9,200.00	$9,200.00
3	IMPLEMENTATION OF BMPs	1	LS	$940.00	$940.00	$1,200.00	$1,200.00	$500.00	$500.00	$2,800.00	$2,800.00
4	ELECTRONIC BILLBOARD, 6MM PIXEL WATCHFIRE LED DISPLAY	1	LS	$88,120.00	$88,120.00	$90,610.00	$90,610.00	$104,177.00	$104,177.00	$165,000.00	$165,000.00
5							$0.00		$0.00		$0.00
6							$0.00		$0.00		$0.00
	TOTALS				$92,860.00		$96,010.00		$114,177.00		$182,000.00

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD AGREEMENT NO. 4449 TO CARTER ENTERPRISE GROUP, INC. (DBA PAVEMENT REHAB COMPANY) FOR THE CITYWIDE AMERICANS WITH DISABILITIES ACT (ADA) ENHANCEMENTS (CP 939)**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Construction Contract Agreement to Pavement Rehab Company for the Citywide ADA Enhancements Project (CP 939) as the most responsive, responsible bidder for the amount of $1,234,000; and
2. Approve a fifteen percent (15%) construction contingency in the amount of $185,100; and
3. Authorize the City Clerk's Office to release all other bidders' bonds; and
4. Authorize the City Manager to execute the construction agreement and all change orders in good faith; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding Agreement No. 4449 to Pavement Rehab Company as the most responsive and responsible bidder for the amount of $1,234,000. Additionally, a fifteen percent (15%) construction contingency in the amount of $185,100 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life, bringing the total contract amount to $1,419,100. The project -- citywide Americans with Disabilities (ADA) enhancements (CP 939) is part of the adopted Fiscal Year 2025-26 Capital Improvement Program (CIP) budget.

The project costs will utilize appropriations from multiple funding sources: Account No. 222-99-7116 (Measure M, Non-Departmental, Improvements Other Than Building) in the amount of $375,000, Account 220-99-7116 (Measure R, Non-Departmental, Improvements Other Than Building) in the amount of $375,000, Account 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving The Way) in the amount of $375,000, and Account 210-99-7116 (Proposition A, Non-Departmental, Improvements Other Than Building) in the amount of $294,100. These appropriations are included in the FY 2025-26 budget, therefore no budget amendment is needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

On November 12, 2025, City Council authorized adoption of specifications for the Citywide Americans with Disabilities Act (ADA) Enhancements project (CP 939) and to proceed with bid advertisement. Staff have identified locations across all five City Council districts for the removal and replacement of damaged and lifted sidewalks in an effort to improve ADA paths of travel. Many sidewalks have been damaged and lifted several inches due to tree root intrusion, creating safety hazards for pedestrians. The work will be carried out in conjunction with the Sidewalk Improvements Project (CP 941) and will address areas where sidewalk displacement exceeds 2½ inches of lift.

The Notice Inviting Bids (NIB) was published on November 13, 2025, in a local newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. A total of nine (9) bids were received electronically via PlanetBids on December 10, 2025. The following is the tabulation based on the lowest to the highest bids received:

No.	Contractors	Bid Totals ($)
1	Towo Enterprise, Inc.	$1,165,240.00
2	Pavement Rehab Company	$1,234,000.00
3	CJ Concrete Construction, Inc.	$1,282,000.00
4	Greenfield Landscaping & Construction	$1,586,888.00
5	PaveCo Construction, Inc.	$1,631,470.00
6	Vido Samarzich, Inc.	$1,678,080.00
7	Hardy & Harper, Inc.	$1,774,300.00
8	Axiom Group	$1,920,200.00
9	CT&T Concrete Paving, Inc.	$1,969,950.00

In accordance with the City's procurement policies, staff conducted a comprehensive review of all submitted bids, including an evaluation of bidder responsiveness and responsibility. Based on this review and analysis, staff determined that the second lowest bidder satisfied all requirements and is the lowest most responsible and responsive bidder. Staff recommends award of the construction contract to Pavement Rehab Company (Attachment A). The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in

Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council award Agreement No. 4449t to Pavement Rehab Company for the Citywide ADA Enhancements Project (CP 939) for $1,234,000; and additionally, $185,100 in construction contingency in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life -- bringing the total project amount to $1,419,100. The project costs will utilize appropriations from multiple funding sources: Account No. 222-99-7116 (Measure M, Non-Departmental, Improvements Other Than Building) in the amount of $375,000, Account 220-99-7116 (Measure R, Non-Departmental, Improvements Other Than Building) in the amount of $375,000, Account 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving The Way) in the amount of $375,000, and Account 210-99-7116 (Proposition A, Non-Departmental, Improvements Other Than Building) in the amount of $294,100. This project is included in the adopted FY 2025-26 CIP budget, therefore no budget amendments are needed as part of the recommended actions.

Additionally, staff requests that the City Council authorize the City Clerk’s Office to release all other bidders’ bonds; and authorize the City Manager to execute the contract and all change orders in good faith.

ATTACHMENT(S)

1. Attachment A - Agr. No. 4449 - Carter Enterprise Group, Inc.
2. Attachment B - Bid Results - CP939 ADA Enhancements (Citywide)

PUBLIC WORKS AGREEMENT NO. 4449
WITH CARTER ENTERPRISE GROUP, INC.

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on January 14, 2026, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CARTER ENTERPRISE GROUP, INC., a California corporation doing business as Pavement Rehab Company ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids on November 13, 2025, C.P. No. 939 for Citywide Americans with Disabilities Act (ADA) Enhancements project ("PROJECT").

WHEREAS, on January 14, 2026, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

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

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the CONTRACT DOCUMENTS are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

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

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. Appendices
3. Standard drawings
4. Details

5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SECTION 2. THE WORK

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

SECTION 3. TERM; AND TIME FOR COMPLETION

a. This Agreement shall expire June 30, 2027, from the Effective Date, unless terminated earlier as hereinafter provided.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **One Million Two Hundred Thousand Thirty-Four Dollars ($1,234,000),** which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR

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

4.2. Retention of Funds

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

4.3. Substitution of Securities

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

SECTION 5. UNDOCUMENTED WORKERS

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

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **Ninety (90)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

   1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
   2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
   3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.

d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

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

8.2. Ineligible CONTRACTOR Prohibited.

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

8.3. Compliance with SB 854 Registration.

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

8.4. Trench and Pipeline Safety.

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

8.5. Utility Relocation.

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

8.6. Third Party Claims Notification.

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

8.7. Unfair Business Practices Claims.

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

8.8. Day's Work.

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

8.9. Payroll Records.

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

8.10. Employment of Apprentices.

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

8.11. Records Audit

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

SECTION 9. PREVAILING WAGES

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

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

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

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

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

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

SECTION 11. BONDS

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

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

SECTION 12. INSURANCE REQUIREMENTS

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

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

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

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of $375,000 or Less

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

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

14.2 Public Contract Code 9204 Claims

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

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

SECTION 15. TERMINATION

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

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

15.3 Waiver of Remedies for any Breach.

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

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

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

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

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

SECTION 18. NOTICE OF COMPLETION

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

SECTION 19. AUTHORITY

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

SECTION 20. ENTIRE AGREEMENT

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

SECTION 21. ATTORNEY'S FEES AND COSTS

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

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

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

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

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

To CONTRACTOR:
Carter Enterprise Group, Inc.
Attn: Corey R. Kirschner, CEO
22711 La Palma Ave
Yorba Linda, CA 92887
(714) 238-1444
Email: bids@pavementrehab.com

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

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any

such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

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

SECTION 26. COUNTERPARTS

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF MONTEBELLO
("CITY")

By: _____
Raul Alvarez, City Manager

Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

CARTER ENTERPRISE GROUP, INC. dba PAVEMENT REHAB COMPANY
("CONTRACTOR")

By:
_____
Corey R. Kirschner, CEO

Date:
_____

By:

_____
Richard Devos, CFO

Date:_____

EXHIBITS:

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

EXHIBIT "A"
INSURANCE REQUIREMENTS

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

1. **Comprehensive General Liability and Automobile Liability Insurance Coverage.**

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

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

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

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

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

2. **Automobile Liability.**

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

3. **Worker's Compensation.**

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

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

4. **Additional Insureds.**

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

5. **Notice of Cancellation.**

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

6. **Severability Clause.**

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

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

7. **Qualifications of Insurer.**

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

8. **Approval of Insurer.**

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

9. **Payment of Premiums.**

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

10. **Subrogation.**

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

11. <u>Evidence of Insurance and Claims</u>.

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

(Use of City Bond Form is Required)

EXHIBIT "B"
PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORs shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____ _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____

City Attorney

(Use of City Bond Form is Required)

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____

_____

_____and all appurtenant work in accordance with the plans and specifications for Project No._____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all SUB-CONTRACTORs, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars ($_____), lawful money of the United States of America, which is 100% of the amount of the Agreement, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

_____

_____

_____

The address at which the Principal may be served with notices, papers and other documents is:

_____

_____

_____

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORs, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORs pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's

fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any Agreement, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the Agreement, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Agreement or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____(here insert name and title of the officer), personally appeared
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT “D”
Contractor’s Proposal

MONTEBELLO

ADDENDUM NO. 1

Citywide American with Disabilities Act (ADA) Enhancements

CP 939

December 1, 2025

This notice comprises Addendum No. 1 to City of Montebello CP 939. This addendum provides the questions submitted by vendors and responses provided by the City.

Question 1. Is there an engineer's estimate for this project?

Response- $1,350,000

Question 2. May we know the engineer's estimate?

Response- $1,350,000

Question 3. What is the engineer's estimate? Are there plans for the job? Is there more information on the PLA?

Response- $1,350,000. There are no plans, only contract specifications. PLA is attached for reference purposes.

Cesar Roldan
Director of Public Works

CITY OF MONTEBELLO
CALIFORNIA

CONTRACT DOCUMENTS
SPECIFICATIONS

FOR

CITYWIDE ADA ENHANCEMENTS

C.P. No. 939

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

RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN – DIRECTOR OF PUBLIC WORKS

Bid Opening (Electronic Bid through PlanetBids): December 10, 2025, at 11:00 am

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

CITYWIDE ADA ENHANCEMENTS

C.P. No. 939

IN THE CITY OF MONTEBELLO

BID SCHEDULE

• Bid Period	November 13, 2025 to December 10, 2025 at 11:00 am
• Request for Information (RFI)	December 1, 2025 at 12:00 pm
• City Responses to RFIs due by	December 4, 2025 at 12:00 pm
• Bid Opening	December 10, 2025 at 11:00 am (PlanetBids)
• Award of Contract (Tentative)	January 14, 2026 City Council meeting
• Tentative Construction Start Date	February 2, 2026
• Close out Project	June 2026

Bid proposals will be received via PlanetBids https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839 until 11:00 am on December 10, 2025.

These Specifications have been prepared under the direction of:

Kev Tcharkoutian, City Engineer

CITY OF MONTEBELLO
CALIFORNIA

TO PROSPECTIVE BIDDERS:

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

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

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

Cesar Roldan
Director of Public Works

CITYWIDE ADA ENHANCEMENTS

C.P. No. 939

IN THE CITY OF MONTEBELLO

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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX "B"
PROJECT LABOR AGREEMENT	APPENDIX "C"

NOTICE INVITING BIDS

FOR

CITYWIDE ADA ENHANCEMENTS

C.P. No. 939

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites bids for the above stated project and will receive such bids through PlanetBids https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839 by **11:00 A.M. on December 10, 2025.**

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. It is the intent of this contract to have the contractor perform the "Project", and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), 2021 Standard Specifications for Public Works Construction "Greenbook" (referred to as Standard Specifications), 2023 Caltrans Standard Plans and Specifications unless otherwise shown.

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

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

Questions: All questions related to this project prior to the opening of bids shall be submitted electronically and received **no later than 12:00 P.M. on December 1, 2025.**

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

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

LABOR COMPLIANCE:

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

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

3. The project is subject to compliance monitoring and enforcement by the DIR.

4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

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

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

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

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

Bidders must hold a valid California Class A Contractor's License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention, and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **ninety (90) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

_____

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS

FOR

CITYWIDE ADA ENHANCEMENTS

C.P. No. 939

IN THE CITY OF MONTEBELLO

PROPOSAL FORMS

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

PROPOSAL GUARANTEE

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

DELIVERY OF PROPOSAL

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

WITHDRAWAL OF PROPOSALS

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

IRREGULAR PROPOSALS

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

TAXES

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

DISQUALIFICATION OF BIDDERS

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

EQUIVALENT MATERIALS

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

LEGAL RESPONSIBILITIES

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

AWARD OF CONTRACT

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

SURETY BOND PERIOD

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

PROPOSAL

FOR

CITYWIDE ADA ENHANCEMENTS

C.P. No. 939

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as "AGENCY" or "City"

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID PROPOSAL

FOR

CITYWIDE ADA ENHANCEMENTS

C.P. No. 939

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION (Not to exceed 3% of total of all other prime contract Bid Items)	1	LS	$ 22,679	$ 22,679
2	TRAFFIC CONTROL (Not to exceed 8% of total of all other prime contract Bid Items)	1	LS	$ 44,000	$ 44,000
3	STORM WATER POLLUTION PREVENTION (SWPPP) BMP'S	1	LS	$ 5,000	$ 5,000
4a	REMOVE AND CONSTRUCT 4" PCC EXISTING CONCRETE SIDEWALK	60,000	SF	$ 11	$ 660,000
4b	CLEARING, GRUBBING COMPACTION SUBGRADE AND INSTALLING NEW SIDEWALK PER CITY STANDARDS	7,280	SF	$ 12	$ 87,360
4c	CLEARING, GRUBBING COMPACTION SUBGRADE AND INSTALLING NEW SIDEWALK PER CITY STANDARDS AT 1405 S. BLUFF RD AND 1413 S. BLUFF RD	440	SF	$ 15	$ 6,600
5a	REMOVE AND CONSTRUCT 6" CURB AND GUTTER PER CITY STANDARDS	1,500	LF	$ 61	$ 91,500
5b	REMOVE AND CONSTUCT 8" CURB AND GUTTER PER CITY STANDARDS	1,500	LF	$ 63	$ 94,500
6	REMOVE AND CONSTRUCT 6" PCC DRIVEWAY APRONS/APPROACHES	3,000	SF	$ 18	$ 54,000

7	REMOVE AND CONSTRUCT 4" A.C. SLOT PATCH FOR CURB & GUTTER, DRIVEWAY APRONS/APPROACHES, AND CURB RAMPS	5,500	SF	$ 6	$ 33,000
8	STEPS AT THE MUNICIPAL GOLF COURSE AND MONTEBELLO CITY PARK BASKETBALL COURT AREA	2	EA	$ 14,000	$ 28,000
9	REPAIR AND REPLACE WITH 4" AC PAVEMENT DAMAGED BY TREE ROOTS	3,000	SF	$ 7	$ 21,000
10	CONSTRUCT CONCRETE CURB RAMPS	11	EA	$ 6,963	$ 76,593
11	INSTALL DETECABLE WARNING SURFACES (TRUNCATED DOMES)	11	EA	$ 888	$ 9,768
				TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES	$1,234,000

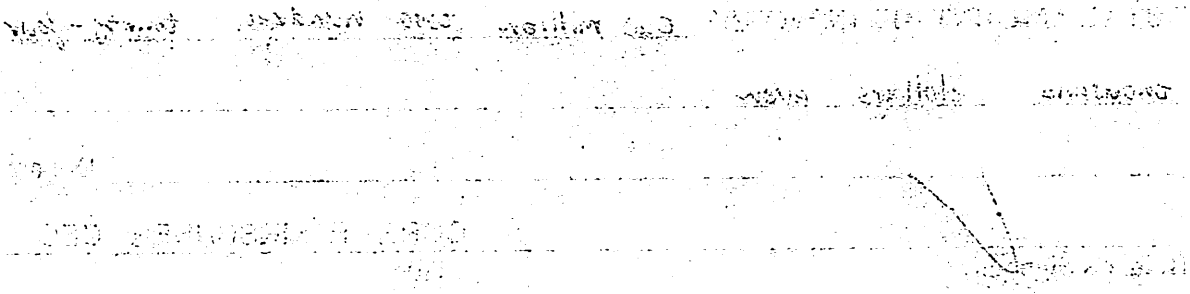
TOTAL AMOUNT BID IN WORDS one million two hundred thirty-four thousand dollars even

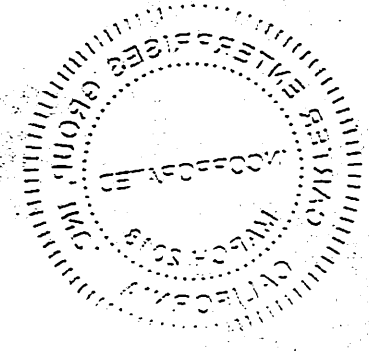
Dollars

Bidder's Signature

COREY R. KIRSCHNER - CEO
Title

CARTER ENTERPRISE GROUP, INC. DBA PAVEMENT REHAB COMPANY
Company Name





DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

Bidder's List of subcontractor

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

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

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number
Name: Case Land Surveying, Inc. City, State Orange, CA	Partial item #10 Survey	$7,150	0.58 %	LS411 DIR: 1000001533
Name: City, State				
Name: City, State				
Name: City, State				

REFERENCES

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

1. CITY OF CITRUS HEIGHTS- 6360 FOUNTAIN SQUARE DRIVE, CITRUS HEIGHTS, CA 95621
   Name and Address of Agency

   MATT HERMAN, CITY OF CITRUS HEIGHTS, ASSISTANT CONSTRUCTION MANAGER (530) 718- 0734
   Name and telephone number of person familiar with project

$303,697.30	CRACK REPAIR ON VARIOUS CITY STREETS	SEPTEMBER 2024
Contract amount	Type of work	Date completed

2. CITY OF SANTEE- 10601 MAGNOLIA AVE, SANTEE, CA 92701
   Name and Address of Agency

   TOBY ESPINOLA, SENIOR CIVIL ENGINEER (619) 322-2970
   Name and telephone number of person familiar with project

$134,735	CRACK REPAIR ON VARIOUS CITY STREETS	JULY 2024
Contract amount	Type of work	Date completed

3. CITY OF SAN BERNARDINO- 290 NORTH D STREET, SAN BERNARDINO, CA 92401
   Name and Address of Agency

   DONNA PUENTES, CITY OF SAN BERNARDINO, PUBLIC WORKS INSPECTOR (909) 384-5140
   Name and telephone number of person familiar with project

$2,922,917	CONSTRUCTION OF PCC CURB & GUTTER, SIDEWALK, CROSS-GUTTER, DRIVEWAY, CURB DRAIN, ACCESS RAMPS WITH CAST IN PLACE TRUNCATED DOMES.	OCTOBER 2022
Contract amount	Type of work	Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Swiss Re Corporate Solutions America Insurance Corporation	1200 Main St., Suite 800 Kansas City, MO 64105	213-457-6195
THE BALDWIN GROUP	15801 Red Hill Avenue, Suite 202 Tustin, California 92780	714-505-7011

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

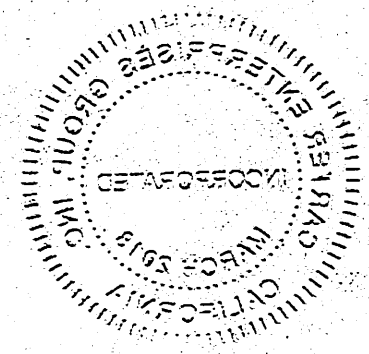
Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.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

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

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

COREY R. KIRSCHNER - CEO

CARTER ENTERPRISES GROUP, INC. INCORPORATED MARCH 2016 CALIFORNIA


CARLSEN ENVIRONMENTAL GROUP, INC.
CARLSBAD, CALIFORNIA
INCORPORATED
MARCH 2013

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

COREY R. KIRSCHNER - CEO

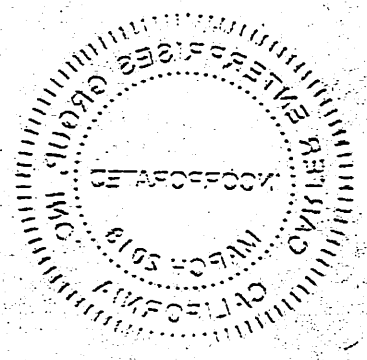
Public Contract Code Section 10162 Questionnaire

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

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

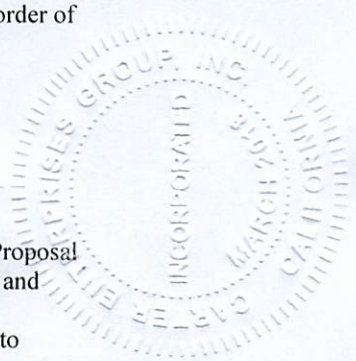
Yes ____ No _X_

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



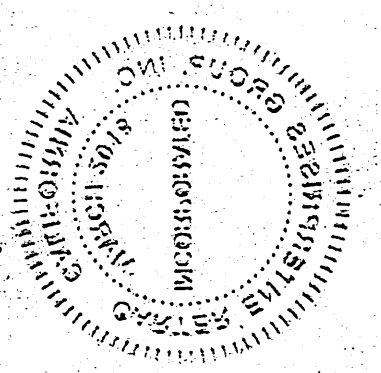
Public Contract Code 10232 Statement

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



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

COREY R. KIRSCHNER - CEO



Non-collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

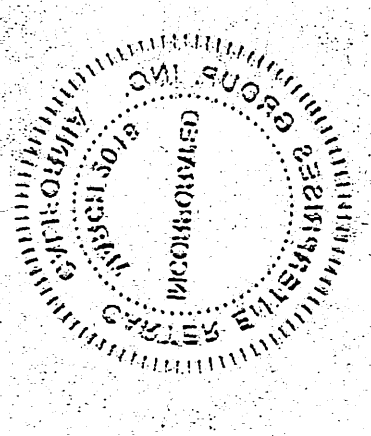
To the CITY / COUNTY of MONTEBELLO

DEPARTMENT OF PUBLIC WORKS.

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

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

COREY R. KIRSCHNER - CEO



NON-COLLUSION AFFIDAVIT

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

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

CITYWIDE ADA ENHANCEMENTS
C.P. No. 939

(Fill in description of contract)

CARTER ENTERPRISE GROUP, INC.
DBA PAVEMENT REHAB COMPANY
Company

COREY R. KIRSCHNER - CEO
Name of Bidder

Signature of Bidder

22711 La Palma Ave
Business Address

YORBA LINDA, CA 92887
City StateZip Code

Subscribed and sworn to before me this 9 day of DECEMBER, 20 25 .

SEE ATTACHED NOTARY JURAT
Notary Public in and for the County of

_____, State of California.

My Commission Expires _____, 20__ __.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

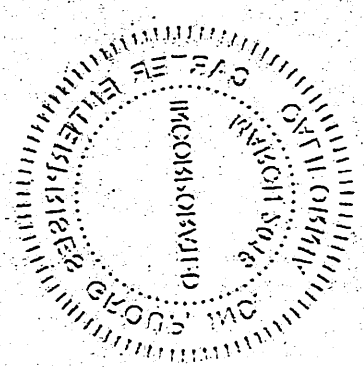
If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

COREY R. KIRSCHNER - CEO


REGISTERED GEOLOGIST
INCORPORATED
ONTARIO

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: [A]
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action: [A]
b. initial award
c. post-award

3. Report Type: [A]
b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[X] Prime [ ] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

N/A

Congressional District, if known

6. Federal Department/Agency:

N/A

7. Federal Program Name/Description:

CFDA Number, if applicable N/A

8. Federal Action Number, if known:

N/A

9. Award Amount, if known:

N/A

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

N/A

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

N/A

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ N/A [ ] actual [ ] planned

12. Form of Payment (check all that apply):

[ ] a. cash
[ ] b. in-kind; specify: nature N/A
value _____

13. Type of Payment (check all that apply)

[ ] a. retainer
[ ] b. one-time fee
[ ] c. commission
[ ] d. contingent fee
[ ] e deferred
[ ] f. other, specify N/A

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

CARTER ENTERPRISES GROUP, INC. DBA PAVEMENT REHAB COMPANY HAS NOT CONTRIBUTED ANY FUNDS TO THIS PROJECT

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: N/A **Yes** [ ] **No** [ ]

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

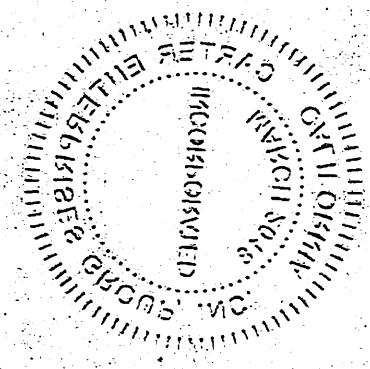
Print Name: COREY R. KIRSCHNER

Title: CEO

Telephone No.: 714-238-1444 Date: 12/9/2025

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL



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

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

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

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

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

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

PROPOSAL GUARANTEE
BID BOND

FOR

CITYWIDE ADA ENHANCEMENTS

C.P. No. 939

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
Carter Enterprises Group, Inc. dba Pavement Rehab Company, as BIDDER, and _____
Swiss Re Corporate Solutions America Insurance Corporation, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of ----------
Ten Percent of the Total Amount Bid ----------
---------- dollars ($ ----- 10% -----), which is ten percent of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this 5th day of December, 2025.

BIDDER* Carter Enterprises Group, Inc. dba Pavement Rehab Company BY: _____
22711 La Palma Avenue, Yorba Linda, CA 92887 / TEL: (714) 632-6699 TITLE: Corey R. Kirschner - CEO

SURETY* Swiss Re Corporate Solutions America Insurance Corporation BY: _____
1200 Main St. Suite 800, Kansas City, MO 64105-2478 / TEL: (816) 235-3700 TITLE: Zyanya Hernandez, Attorney-in-Fact

SEAL

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

NOTARY PUBLIC _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On December 5, 2025 before me, Leslie Rocha, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LESLIE ROCHA
Notary Public · California
Orange County
Commission # 2484949
My Comm. Expires Mar 19, 2028

Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On DEC 0 5 2025, before me, Albert Melendez, Notary Public,

personally appeared Zyanya Hernandez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ALBERT MELENDEZ
Notary Public - California
Orange County
Commission # 2391461
My Comm. Expires Jan 23, 2026

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS, ALBERT MELENDEZ, JOAQUIN PEREZ,

JONATHAN BATIN, VANESSA RAMIREZ, ZYANYA HERNANDEZ and JESSICA T. GARCIA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President o SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of December, 20 25.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

CITYWIDE ADA ENHANCEMENT

C.P. No. 939

IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes_____ No X

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name CARTER ENTERPRISE GROUP, INC. DBA PAVEMENT REHAB COMPANY

Business Address: 22711 La Palma Ave Yorba Linda, CA 92887

Telephone (714) 238-1444

State Contractor's License No. and Class: 1051374 A, C-12, C8

Original Date Issued 03/18/2019 Expiration Date 03/31/2027

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

Corey R. Kirschner – CEO Anthony Steen – President

Richard Devos – CFO Jay Kirschner – VP, Secretary, Treasurer

714-238-1444 22711 LA PALMA AVE, YORBA LINDA, CA 92887

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

N/A

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

PAVEMENT REHAB COMPANY

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 9 day of DECEMBER, 2025.

BIDDER CARTER ENTERPRISE GROUP, INC. DBA PAVEMENT REHAB COMPANY

COREY R. KIRSCHNER - CEO

ANTHONY STEEN - PRESIDENT

RICHARD DEVOS - CFO

JAY KIRSCHNER - VP, SECRETARY, TREASURER

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

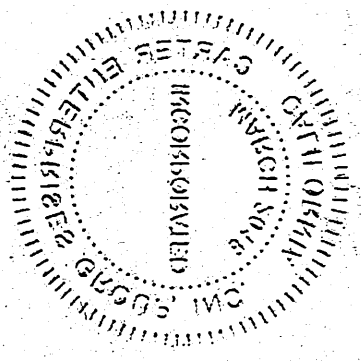
Signature of Contractor's Representative

COREY R. KIRSCHNER
Printed Name

CEO
Title

Subscribed and sworn to this 9 day of DECEMBER ,2025 .

NOTARY PUBLIC ***SEE ATTACHED NOTARY JURAT***


CERTIFIED MAIL
RECEIVED
JUN 10 2019
ENVIRONMENTAL SERVICES GROUP INC

REFERENCES

1. CLIENT- CITY OF CITRUS HEIGHTS- 6360 FOUNTAIN SQUARE DRIVE, CITRUS HEIGHTS, CA 95621

   PROJECT- CITYWIDE CRACK SEALING PROJECT 2024

   DESCRIPTION OF WORK- CRACK REPAIR ON VARIOUS CITY STREETS.

   PERIOD OF PERFORMANCE- AUG/SEPT 2024

   COST OF BIDDER'S WORK- $303,697.30

   CONTACT: MATT HERMAN, CITY OF CITRUS HEIGHTS, ASSISTANT CONSTRUCTION MANAGER (530) 718-0734

2. CLIENT- CITY OF SANTEE- 10601 MAGNOLIA AVE, SANTEE, CA 92701

   PROJECT- CITYWIDE CRACK SEALING PROGRAM 2024

   DESCRIPTION OF WORK- CRACK REPAIR ON VARIOUS CITY STREETS.

   PERIOD OF PERFORMANCE- JULY 2024

   COST OF BIDDER'S WORK- $134,735

   CONTACT: TOBY ESPINOLA, SENIOR CIVIL ENGINEER (619) 322-2970

3. CLIENT- CITY OF SAN BERNARDINO- 290 NORTH D STREET, SAN BERNARDINO, CA 92401

   PROJECT- PAVEMENT REHABILITATION AT FOURTEEN LOCATIONS #13468

   DESCRIPTION OF WORK- CONSTRUCTION OF PCC CURB & GUTTER, SIDEWALK, CROSS-GUTTER, DRIVEWAY, CURB DRAIN, ACCESS RAMPS WITH CAST IN PLACE TRUNCATED DOMES.

   PERIOD OF PERFORMANCE- MAY-OCT, 2022

   COST OF BIDDER'S WORK- $2,922,917

   CONTACT: DONNA PUENTES, CITY OF SAN BERNARDINO, PUBLIC WORKS INSPECTOR (909) 384-5140

   CONTACT: MATICH CORPORATION- PRIME CONTRACTOR ON THE PROJECT. GEORGE FONVILLE (909)228-1656

4. CLIENT- COUNTY OF RIVERSIDE- 4060 COUNTY CIRCLE DR. RIVERSIDE, CA 92503

   PROJECT- SLURRY SEAL AND CURB RAMP ACCESSIBILITY PROJECT DISTRICT 1 & 2

   DESCRIPTION OF WORK- CONSTRUCTION OF PCC CURB RAMPS, CURB & GUTTER, SPANDREL.

   PERIOD OF PERFORMANCE- APRIL 2023

   COST OF BIDDER'S WORK- $782,938

   CONTACT: MEHRAN SANATI (951) 255-2762, PROJECT ENGINEER – CITY OF SAN BERNARDINO

5. CLIENT- CITY OF DESERT HOT SPRINGS – 11999 PALM DRIVE, DESERT HOT SPRINGS, CA 92240

   PROJECT- ATP CYCLE 5 – PALM DRIVE NORTH – PHASE 1

   DESCRIPTION OF WORK- CONSTRUCTION OF PCC CROSS-GUTTER & SPANDREL, CURB & GUTTER, ADA RAMPS AND SIDEWALK.

   PERIOD OF PERFORMANCE- JAN 2023

   COST OF BIDDER'S WORK- $908,262

   CONTACT: JILLEEN FERRIS (760) 329-6411 EXT. 220, PUBLIC WORKS DIRECTOR, INSPECTOR

6. CLIENT- COUNTY OF LOS ANGELES – 500 W. TEMPLE ST., LOS ANGELES, CA 90012

   PROJECT- CASTAIC ROAD AT RIDGE ROUTE ROAD #TDS0001703

   DESCRIPTION OF WORK- CONSTRUCTION OF PCC CURB & GUTTER, SIDEWALK, CROSS-GUTTER, DRIVEWAY, CURB DRAIN, ACCESS RAMPS WITH CAST IN PLACE TRUNCATED DOMES.

   PERIOD OF PERFORMANCE- APRIL 2023

   COST OF BIDDER'S WORK- $420,000

   CONTACT: CINDY SCHWEBKE (626) 228-9033, LEAD INSPECTOR

7. CLIENT- CITY OF SAN FERNANDO – 117 MACNEIL STREET, SAN FERNANDO, CA 92340

   PROJECT- FY 2022-23 PHASE 2, ANNUAL STREET RESURFACING PROJECT #7619

   DESCRIPTION OF WORK- CONSTRUCTION OF PCC CURB & GUTTER.

   PERIOD OF PERFORMANCE- MARCH 2023

   COST OF BIDDER'S WORK- $95,800

   CONTACT: ALI ZALGHOUT (480) 242-4457, CITY CONSULTANT

8. CLIENT- TEMPLE CITY – 9701 LAS TUNAS DRIVE, TEMPLE CITY, CA 91780

   PROJECT- FY 2021-22 PAVEMENT REHABILITATION PROJECT #P-19-07

   DESCRIPTION OF WORK- CONSTRUCTION OF PCC CURB & GUTTER AND SIDEWALK.

   PERIOD OF PERFORMANCE- NOVEMBER 2022

   COST OF BIDDER'S WORK- $69,000

   CONTACT: FURKAN CETINKALE (951) 534-8983, CITY CONSULTANT

Carter Enterprises Group, Inc. dba Pavement Rehab Company!
2890 E. La Cresta Ave Anaheim, CA 92806

Phone: 714-234-1444
Fax: 714-333-4848

DATE ESTABLISHED: 03/13/2018
TYPE OF WORK: CRACK SEAL, CONCRETE

COPR. TAX ID:30-1075109
CONTRACTOR'S LIC: 105137
CLASS: C-12, C-8

PRESIDENT:! ANTHONY STEEN — 2890 E. LA CRESTA AVE ANAHEIM, CA 92806

BANK: BANK OF THE WEST — 4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807!
PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART — 15910 RED HILL AVE. STE 100, TUSTIN, CA 92780
PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT: PERFORMANCE BONDING SURETY & INSURANCE BROKERAGE
15901 RED HILL AVENUE, SUITE 100, TUSTIN, CA 92780
PHONE: (714) 505-7011 ERIK JOHANSSON

CREDIT REFERENCE:

HOLLIDAY ROCK	1401 N. BENSON AVE., UPLAND, CA 91786	909-982-1553
ROBERTSON'S READY MIX	P.O. BOX 3600, CORONA, CA 92878	800-834-7557
MAXWELL PRODUCTS	650 S. DELON ST. , SALT LAKE CITY, UT 84104	801-433-4335
SUPERIOR READY MIX CONCRETE	1564 W. MISSION RD., ESCONDIDO, CA 92029	760-745-0556

GENERAL CONTRACTOR REFERENCE:

MATICH CORPORATION!	P.O. BOX 10, HIGHLAND, CA 92346!	909-382-7400
AMERICAN ASPHALT SOUTH	19792 EL RIVINO RD., RIVERSIDE, CA 92509	909-427-8276
ELECNOR BELCO ELECTRIC	14320 ALBERS WAY, CHINO, CA 91710	909-993-5470

RESUME

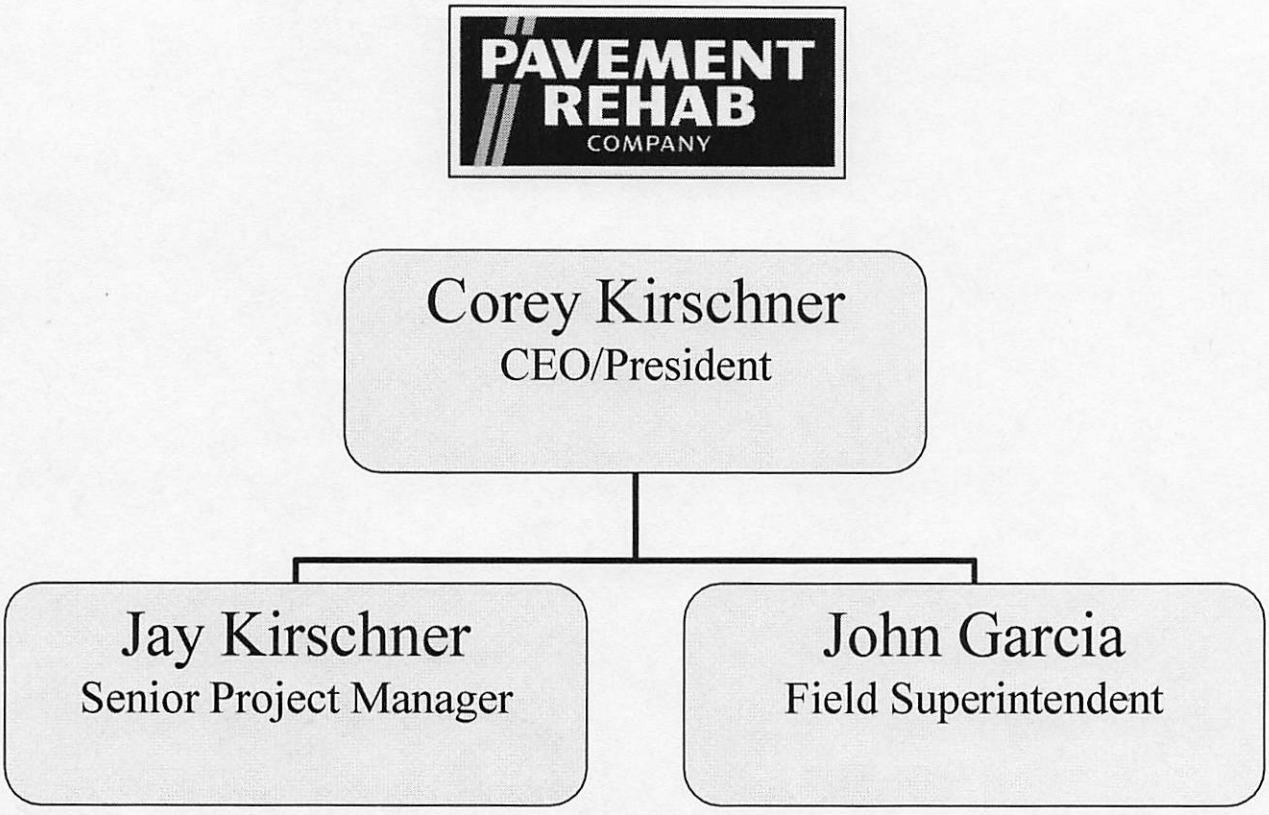
Corey Kirshner has more than 20 years of experience, both as a Chief Estimator and CEO, bidding on and managing Public Works projects throughout California. In 2019 he incorporated and became CEO of Pavement Rehab Company. Since that time, Pavement Rehab Company has completed hundreds of Public Work's projects steadily growing year by year. In 2024 the company grossed more than $30 million dollars.

Jay Kirschner, Vice President and Senior Project Manager, holds a Bachelor's Degree from the Chapman University and has more than 10 years' experience managing Public Work's project in California. Jay leads our team, with the project managers under his direct supervision, in managing our production and coordinating our field mobilizations for all projects.

John Garcia, Field Superintendent, serves as the head of all field related matters. He has more than 20 year's experience performing Public Works projects in California. Overseeing the on-site laborers, cement masons, and operating engineers is one of his main responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner and John Garcia oversee 100% of all current projects in attached backlog.



Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company.
- Decision maker of corporation.

Jay Kirschner

- Lead project management team.
- Oversee project scheduling, budgeting and dispatching on all projects
- Main point of contact between company and agencies.

John Garcia

- Lead and manage on-site laborers, masons and operators.
- Coordinate daily operations and project productions.
- Ensuring quality control and that agency expectations are met.

CARTER ENTERPRISES GROUP, INC.
DBA PAVEMENT REHAB COMPANY
LICENSE# 1051374 DIR# 1000064823

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
CARTER ENTERPRISES GROUP, INC.
DBA PAVEMENT REHAB COMPANY
(a California corporation)

June 3rd, 2025

The undersigned director, constituting the entire board of directors (the "Board") of Carter Enterprises Group, Inc. DBA Pavement Rehab Company, a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

Approval of Loan Transactions

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer and Jay Kirschner is the Vice President, Secretary and Treasurer (the "Officers"), both with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer(s) are hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]

CARTER ENTERPRISES GROUP, INC.
DBA PAVEMENT REHAB COMPANY
LICENSE# 1051374 DIR# 1000064823

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

X _____
Corey Kirschner
Chief Executive Officer

X _____
Anthony Steen
President

X _____
Richard DeVos
Chief Financial Officer

X _____
Jay Kirschner
Vice President, Secretary, Treasurer

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

CARTER ENTERPRISES GROUP INC
dba PAVEMENT REHAB CO

License Number 1051374

to engage in the business or act in the capacity of a contractor in the following classifications:

C12 - EARTHWORK AND PAVING
C-8 - CONCRETE
A - GENERAL ENGINEERING

Witness my hand and seal this day,

August 30, 2024

Issued March 18, 2019

Michael Mark, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143858

AUDIT NO: 789743

Contractor Information

Legal Entity Name
CARTER ENTERPRISES GROUP, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000064823
Registration effective date
07/01/23
Registration expiration date
06/30/26
Mailing Address
2890 E LA CRESTA AVE ANAHEIM 92806 CA United Sta...
Physical Address
2890 E LA CRESTA AVE ANAHEIM 92806 CA United Sta...
Email Address
tylerw@onyxpaving.com
Trade Name/DBA
PAVEMENT REHAB CO.
License Number (s)
CSLB:1051374

Registration History

Effective Date	Expiration Date
03/19/19	06/30/19
07/01/19	06/30/21
07/01/21	06/30/23
07/01/23	06/30/26

Legal Entity Information

Corporation Entity Number:	201808610159
Federal Employment Identification Number:	301075109
President Name:	Robert Steen
Vice President Name:	
Treasurer Name:	Robert Steen
Secretary Name:	Robert Steen
CEO Name:	Robert Steen

Agency for Service:

Agent of Service Name:	Corey Kischner

Agent of Service Mailing Address: 2890 E La Cresta Ave Anaheim 92806 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

	PEO	PEO	PEO
PEO InformationName	Name	Phone	Email

Insured by Carrier

Policy Holder Name:	Carter Enterprises Group Inc dba: Pavement Reha
Insurance Carrier:	ZURICH AMERICAN INSURANCE CO.
Policy Number:	WC106300504
Inception date:	10/01/22
Expiration Date:	10/01/23

BA20251226239

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20251226239
Date Filed: 6/4/2025

B3745-6180 06/04/2025 9:04 AM Received by California Secretary of State

Entity Details

Corporation Name	CARTER ENTERPRISES GROUP, INC.
Entity No.	4228088
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	22711 LA PALMA AVE YORBA LINDA, CA 92887

Mailing Address of Corporation

Mailing Address	22711 LA PALMA AVE YORBA LINDA, CA 92887
Attention	Joan Ward

Street Address of California Office of Corporation

Street Address of California Office	22711 LA PALMA AVE YORBA LINDA, CA 92887

Officers

Officer Name	Officer Address	Position(s)
Corey Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887	Chief Executive Officer
Richard DeVos	22711 LA PALMA AVE YORBA LINDA, CA 92887	Chief Financial Officer
Jay Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887	Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
Jay Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887	Treasurer	
Anthony Steen	22711 LA PALMA AVE YORBA LINDA, CA 92887	Other	President

Directors

Director Name	Director Address
Corey Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887
Anthony Steen	22711 LA PALMA AVE YORBA, CA 92887

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	Courtney Kirschner
Agent Address	22711 LA PALMA AVE YORBA LINDA, CA 92887

Type of Business	
Type of Business	Concrete and Slurry
Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Joan Ward	*06/04/2025*
Signature	Date

B3745-6181 06/04/2025 9:04 AM Received by California Secretary of State

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

PAVEMENT REHAB COMPANY

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

177336

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

MONTEBELLO

CP 939 - ADA ENHANCEMENTS (CITYWIDE)

Bid Results																							
				Towo Enterprise Inc	Towo Enterprise Inc	Pavement Rehab Company	Pavement Rehab Company	CJ Concrete Construction, Inc	CJ Concrete Construction, Inc	Greenfield Landscaping & Construction	Greenfield Landscaping & Construction	Paveco Construction, Inc.	Paveco Construction, Inc.	Vido Samarzich, Inc.	Vido Samarzich, Inc.	Hardy & Harper, Inc	Hardy & Harper, Inc	Axiom Group	Axiom Group	CT&T Concrete Paving, Inc.	CT&T Concrete Paving, Inc.
Item No.	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION (Not to exceed 3% of total of all other prime contract Bid Items)	1	LS	$ 25,000.00	$ 25,000.00	$ 22,679.00	$ 22,679.00	$ 2,500.00	$ 2,500.00	$ 46,059.00	$ 46,059.00	$ 42,500.00	$ 42,500.00	$ 40,000.00	$ 40,000.00	$ 16,500.00	$ 16,500.00	$ 57,500.00	$ 57,500.00	$ 50,000.00	$ 50,000.00
2	TRAFFIC CONTROL (Not to exceed 8% of total of all other prime contract Bid Items)	1	LS	$ 15,000.00	$ 15,000.00	$ 44,000.00	$ 44,000.00	$ 2,500.00	$ 2,500.00	$ 25,795.00	$ 25,795.00	$ 115,000.00	$ 115,000.00	$ 60,000.00	$ 60,000.00	$ 55,000.00	$ 55,000.00	$ 12,500.00	$ 12,500.00	$ 130,000.00	$ 130,000.00
3	STORM WATER POLLUTION PREVENTION (SWPPP) BMP'S	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 20,000.00	$ 20,000.00	$ 4,400.00	$ 4,400.00	$ 12,500.00	$ 12,500.00	$ 14,000.00	$ 14,000.00
4a	REMOVE AND CONSTRUCT 4" PCC EXISTING CONCRETE SIDEWALK	60000	SF	$ 10.50	$ 630,000.00	$ 11.00	$ 660,000.00	$ 11.50	$ 690,000.00	$ 11.50	$ 690,000.00	$ 14.25	$ 855,000.00	$ 15.00	$ 900,000.00	$ 16.00	$ 960,000.00	$ 17.50	$ 1,050,000.00	$ 18.80	$ 1,128,000.00
4b	CLEARING, GRUBBING COMPACTION SUBGRADE AND INSTALLING NEW SIDEWALK PER CITY STANDARDS	7280	SF	$ 5.00	$ 36,400.00	$ 12.00	$ 87,360.00	$ 15.00	$ 109,200.00	$ 13.05	$ 95,004.00	$ 13.50	$ 98,280.00	$ 16.00	$ 116,480.00	$ 17.00	$ 123,760.00	$ 3.13	$ 22,786.40	$ 18.00	$ 131,040.00
4c	CLEARING, GRUBBING COMPACTION SUBGRADE AND INSTALLING NEW SIDEWALK PER CITY STANDARDS AT 1405	440	SF	$ 16.00	$ 7,040.00	$ 15.00	$ 6,600.00	$ 25.00	$ 11,000.00	$ 32.00	$ 14,080.00	$ 13.50	$ 5,940.00	$ 25.00	$ 11,000.00	$ 22.00	$ 9,680.00	$ 17.50	$ 7,700.00	$ 18.00	$ 7,920.00
5a	REMOVE AND CONSTRUCT 6" CURB AND GUTTER PER CITY STANDARDS	1500	LF	$ 72.00	$ 108,000.00	$ 61.00	$ 91,500.00	$ 70.00	$ 105,000.00	$ 65.00	$ 97,500.00	$ 70.00	$ 105,000.00	$ 70.00	$ 105,000.00	$ 99.00	$ 148,500.00	$ 118.75	$ 178,125.00	$ 65.00	$ 97,500.00
5b	REMOVE AND CONSTUCT 8" CURB AND GUTTER PER CITY STANDARDS	1500	LF	$ 75.00	$ 112,500.00	$ 63.00	$ 94,500.00	$ 70.00	$ 105,000.00	$ 76.50	$ 114,750.00	$ 72.50	$ 108,750.00	$ 75.00	$ 112,500.00	$ 104.00	$ 156,000.00	$ 118.75	$ 178,125.00	$ 70.00	$ 105,000.00
6	REMOVE AND CONSTRUCT 6" PCC DRIVEWAY APRONS/APPROACHES	3000	SF	$ 16.00	$ 48,000.00	$ 18.00	$ 54,000.00	$ 15.00	$ 45,000.00	$ 21.75	$ 65,250.00	$ 19.00	$ 57,000.00	$ 18.00	$ 54,000.00	$ 25.00	$ 75,000.00	$ 25.00	$ 75,000.00	$ 20.00	$ 60,000.00
7	REMOVE AND CONSTRUCT 4" A.C. SLOT PATCH FOR CURB & GUTTER, DRIVEWAY APRONS/APPROACHES, AND CURB	5500	SF	$ 12.00	$ 66,000.00	$ 6.00	$ 33,000.00	$ 12.00	$ 66,000.00	$ 30.00	$ 165,000.00	$ 12.00	$ 66,000.00	$ 14.00	$ 77,000.00	$ 14.00	$ 77,000.00	$ 15.00	$ 82,500.00	$ 17.00	$ 93,500.00
8	STEPS AT THE MUNICIPAL GOLF COURSE AND MONTEBELLO CITY PARK BASKETBALL COURT AREA	2	EA	$ 4,500.00	$ 9,000.00	$ 14,000.00	$ 28,000.00	$ 6,500.00	$ 13,000.00	$ 7,500.00	$ 15,000.00	$ 6,500.00	$ 13,000.00	$ 20,000.00	$ 40,000.00	$ 3,900.00	$ 7,800.00	$ 6,250.00	$ 12,500.00	$ 12,400.00	$ 24,800.00
9	REPAIR AND REPLACE WITH 4" AC PAVEMENT DAMAGED BY TREE ROOTS	3000	SF	$ 15.00	$ 45,000.00	$ 7.00	$ 21,000.00	$ 13.00	$ 39,000.00	$ 18.50	$ 55,500.00	$ 14.00	$ 42,000.00	$ 14.00	$ 42,000.00	$ 10.00	$ 30,000.00	$ 13.75	$ 41,250.00	$ 16.00	$ 48,000.00
10	CONSTRUCT CONCRETE CURB RAMPS	11	EA	$ 4,800.00	$ 52,800.00	$ 6,963.00	$ 76,593.00	$ 7,500.00	$ 82,500.00	$ 7,500.00	$ 82,500.00	$ 9,750.00	$ 107,250.00	$ 8,500.00	$ 93,500.00	$ 9,400.00	$ 103,400.00	$ 16,250.00	$ 178,750.00	$ 6,500.00	$ 71,500.00
11	INSTALL DETECABLE WARNING SURFACES (TRUNCATED DOMES)	11	EA	$ 500.00	$ 5,500.00	$ 888.00	$ 9,768.00	$ 800.00	$ 8,800.00	$ 950.00	$ 10,450.00	$ 750.00	$ 8,250.00	$ 600.00	$ 6,600.00	$ 660.00	$ 7,260.00	$ 1,000.00	$ 11,000.00	$ 790.00	$ 8,690.00
					$ 1,165,240.00		**$ 1,234,000.00**		**$ 1,282,000.00**		**$ 1,486,888.00**		**$ 1,631,470.00**		**$ 1,678,080.00**		**$ 1,774,300.00**		**$ 1,920,236.40**		**$ 1,969,950.00**

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT SPECIFICATIONS FOR CONSTRUCTION OF FISCAL YEAR 2025-26 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 944) AND PROCEED WITH BID ADVERTISEMENT**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction specifications for Fiscal Year 2025-26 SB 1 Rubberized Asphalt Street Enhancement Project (CP 944); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of this action allows staff to proceed with the bidding of this capital project. As soon as staff evaluate all bids, a recommendation will be made tentatively at the March 11, 2026 City Council meeting and include a well-defined structured budget. This project is part of the Fiscal Year 2025-26 Capital Improvement Program budget. Once bids are received and evaluated, staff will make a recommendation on a budget amendment as necessary, utilizing Senate Bill 1 (SB1) available funding.

BACKGROUND/DISCUSSION:

This project aims to resurface various streets adopted via Resolution No. 25-43 Fiscal Year 2025-26 SB1 Rubberized Asphalt Street Enhancement Project. The following are

the streets and their respective limits:

FY 2025-26 SB 1 Rubberized Asphalt Street Enhancement Project		
Street Names	**From**	**To**
W BURKE DR	POPLAR AV	END
N 6th ST	W OAKMONT DR	LINCOLN AVE
VIEWCREST	E OAKMONT DR	RAYWOOD AV
N VAIL AV	LOMA RD	WESTMORELAND DR
SAN ANTONIO DR	N WILCOX AV	20TH ST
VIA SAN DELARRO	BRADSHAWE ST	West CITY LIMITS
N 19TH STREET ST	W BEVERLY BLVD	W MADISON AV
N 20TH ST	W MADISON AV	W LINCON AV
N LEONARD ST	BARR AV	DEWAR AV
FINDLAY AVE	BEVERLY BLVD	SOUTH CITY LIMITS
N 21ST STREET	W BEVERLY BLVD	W MADISON AV
N 7TH STREET	W LINCOLN AV	W MADISON AV
E FREMONT SQ	POPLAR AV	END
N 6TH ST	W LINCOLN AV	W MADISON AV
S 5TH ST	W WHITTIER BLVD	W OLYMPIC BLVD
S 2ND ST	HARDING AV	LOS ANGELES
N GREENWOOD AV	W CLEVELAND AV	W OLYMPIC BLVD
CALIFORNIA AV	W WHITTIER BLVD	LOS ANGELES AV
THYNNE ST	FERGUSON DR	END
JOYCE ST	FERGUSON DR	END
WORK ST	FERGUSON DR	END
HORNBY ST	FERGUSON DR	END
HEREFORD DR	PICKERING WY	S CONCOURSE AV
DATE ST	S GREENWOOD AV	SPRUCE ST
S SPRUCE ST	DATE ST	OAKWOOD ST
OAKWOOD ST	S SPRUCE ST	S GREENWOOD
CAROB WY	E WASHINGTON BLVD	JACMAR DR
GREENWOOD AVE	SYCAMORE ST	END

The final construction specifications are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement and purchasing policies. The City Council is required to approve and adopt construction documents and authorize the bid request for all public projects. The bid advertisement process is consistent with Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code Section 3.20.110 - Bidding procedure

prescribed.

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

Tasks	Timeline
Bid Period	January 15, 2026 – February 11, 2026
Questions Request for Information due date	January 29, 2026 at 12:00 PM
City Responses to Request for Information due date	February 5, 2026 at 12:00 PM
Bid Opening	February 11, 2026 at 11:00 AM
Award of Contract (Tentative) date	March 11, 2026 City Council Meeting
Commence Construction Project	April/May 2026 – Tentative
Complete Construction	October 2026
Close out Project	November 2026

ENVIRONMENTAL:

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality.

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council adopt 100% completed specifications for the FY 2025-26 SB1 Rubberized Asphalt Street Enhancement Project (CP 944); and approve Environmental Assessment pursuant to 14 California Code of Regulation § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and, authorize staff to proceed with bid advertisement for construction.

ATTACHMENT(S)

1. Attachment A - Specifications CP 944
2. Attachment B - CEQA NOE

CITY OF MONTEBELLO CALIFORNIA

CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

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

RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN – DIRECTOR OF PUBLIC WORKS

PREPARED BY:

CITY OF MONTEBELLO

PUBLIC WORKS DEPARTMENT

PROJECT SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202

Bid Opening (Electronic Bid through PlanetBids) February 11, 2026 at 11:00 AM

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period — January 15, 2026 – February 11, 2026
- Questions Request for Information due date — January 29, 2026 at 12:00 PM
- City Responses to Request for Information due date — February 5, 2026 at 12:00 PM
- Bid Opening — February 11, 2026 at 11:00 AM
- Award of Contract (Tentative) date — March 11, 2026 City Council Meeting
- Commence Construction Project — April/May 2026 – Tentative
- Complete Construction — October 2026 – Tentative
- Close out Project — November 2026 – Tentative
- **Bid proposals will be received via PlanetBids (https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839) until 11:00 A.M. on February 11, 2026.**
    - **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

CITY OF MONTEBELLO
CALIFORNIA

TO PROSPECTIVE BIDDERS:

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

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

If there are any questions regarding this project, please contact the City Public works/Engineering office at (323) 887-1460.

Cesar Roldan
Public Works Director

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

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NOTICE INVITING SEALED BIDS

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites bids for the above stated project and will receive such bids **Bid proposals will be received via PlanetBids (https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839) until 11:00 A.M. on February 11, 2026.**

- **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. It is the intent of this contract to have the contractor perform the "Project", and other appurtenances in accordance with the latest Standard Plans for Public Works Construction (SPPWC), Standard Specifications for Public Works Construction "Greenbook" and 2024 Caltrans Standard Plans and Specifications unless otherwise shown.

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

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

Questions: All questions related to this project shall be submitted electronically and received **no later than 12:00 p.m. on January 29, 2026, prior to the opening of bids.**

PREVAILING WAGE:
Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

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

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial

Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

3. The project is subject to compliance monitoring and enforcement by the DIR.

4. Require the prime contractor to post job site notices prescribed by regulation (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU) or the City must post the notices itself.

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

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

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

Bids must be prepared on the approved Proposal forms in conformance with the "Instructions to Bidders" and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A Contractor's License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 7-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **Ninety (90) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

_____
Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

GENERAL INFORMATION

ELECTRONIC proposals, including all documents required to be submitted with the bid, will be received at the office of the Montebello City Clerk of said City until the date and time specified in the legal notice or addendum to the project documents, whichever occurs latest, for the construction of work described in the project documents or said legal notice. The ELECTRONIC Bid(s) will be evaluated and posted on PlanetBids, where they can be viewed publicly shortly after the bid closes.

ONLY ELECTRONIC PROPOSALS ARE ACCEPTED.

In addition to the "ELECTRONIC" uploading of Proposal Documents described in the 'INVITATION TO BIDDERS', the fully executed **original Bid Bond** shall be delivered to the Montebello City Clerk on or before the actual bid opening day and time.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a Public Works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a Public Works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

PROPOSAL FORMS

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

- **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

PROPOSAL GUARANTEE

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

DELIVERY OF PROPOSAL

Bids shall be submitted directly through PlanetBids
Electronic Bids shall **Bids shall be submitted electronically at https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839 by 11:00 A.M. on February 11, 2026.** It is the bidder's responsibility to ensure the bids have been successfully submitted thru PlanetBids. Bidders can contact the AGENCY'S Purchasing Officials for confirmation. Late proposals will not be considered.

- **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

WITHDRAWAL OF PROPOSALS

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

IRREGULAR PROPOSALS

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

TAXES

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

DISQUALIFICATION OF BIDDERS

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

from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

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

EQUIVALENT MATERIALS

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

LEGAL RESPONSIBILITIES

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

AWARD OF CONTRACT

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

SURETY BOND PERIOD

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

PROPOSAL

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The contractor's attention is directed to both sec. 7-3.5.2 "Increases of more than 25 percent" and sec. 7-3.5.3 "Decreases of more than 25 percent" of the Standard Specifications which have been eliminated and are replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

The bidder agrees that in case of not executing the required contract with necessary bonds within ten (10) working days, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Montebello.

The bidder also certifies that the bid is a balanced bid. In accordance with section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

BID PROPOSAL

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	$	$
2	Traffic Control	LS	1	$	$
3	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" depth)	SF	1,200,000	$	$
4A	Remove existing humps and furnish and install new AC Speed Hump with advance warning pavement markings and regulatory posted signs	EA	4	$	$
4B	Furnish and install new AC speed hump on Via San Delarro per City standard with advance warning pavement markings and regulatory posted signs	EA	2	$	$
5	Construct 2"-Thick ARHM Overlay	TON	16,000	$	$
6	Seal cracks in all existing lateral and longitudinal cross gutters where new AC joins per Appendix C	LS	LS	$	$
7	Adjust Existing Storm Drain Frames and Covers to Finished Grade	EA	2	$	$
8	Adjust Existing Sewer and Utility Manhole Covers and frames to Finished Grade	EA	86	$	$
9	Adjust Existing Water Valve Covers and Frames to Finished Grade	EA	85	$	$
10	Furnish and Install Traffic Signal Loop Detectors and Connect to DLC	LS	1	$	$
11	Centerline Striping, Pavement Markings, in thermoplastic and House Address and Curb Painting	LS	1	$	$

12	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	LS	1	$	$
				TOTAL AMOUNT BID IN FIGURES	$

TOTAL AMOUNT BID IN WORDS _____

_____Dollars

_____

Bidder's Signature Title

_____

Company Name

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BID SCHEDULE".*

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the Public Works Director.

REFERENCES

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

1. _____
   Name and Address of Agency

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

2. _____
   Name and Address of Agency

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

3. _____
   Name and Address of Agency

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

_____

_____

_____

_____

_____

_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

_____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

_____

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

BIDDER_____

_____

_____

_____

_____

_____

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

_____
Signature of Contractor's Representative

_____
Printed Name

_____
Title

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

NOTARY PUBLIC _____

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

PROPOSAL GUARANTEE
BID BOND

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____ _____, as BIDDER, and _____ _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of _____ _____ _____ dollars ($_____), which is ten percent of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this _____day of _____, 20____.

BIDDER* _____

_____

SURETY*_____

Subscribed and sworn to this _____day of _____, 20____.

NOTARY PUBLIC _____

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes_____ No_____

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

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

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

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____ _____ _____ Dollars ($_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

_____

_____
Bidder

CONTRACT AGREEMENT

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this _____day of _____, 20____. BY AND BETWEEN the City of Montebello, as AGENCY, and _____ as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is $ _____based on estimated quantities given on the Base Bid Sheet.

ARTICLE X

The contract period for this project is **ninety (90) working days,** for construction to begin from the effective date of the Notice-to-Proceed issued by the City.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar ($25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the Public Works Director, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Weekdays (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.

- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Liquidated Damages: The liquidated damages value is hereby amended to be $500.00 per day.

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors
Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____day of _____, 20___.

CONTRACTOR: _____

_____
(Title)

Contractor's License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____
Raul Alvarez, City Manager of the City of Montebello

ATTESTED:_____
Christopher Jimenez, City Clerk of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____ _____as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY, in the penal sum of _____ _____ dollars ($_____), which is one-hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR* _____

_____

SURETY* _____

_____

Subscribed and sworn to this _____day of _____, 20_____.

NOTARY PUBLIC _____

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

MATERIAL AND LABOR BOND

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____ _____, as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY , in the penal sum of _____ _____dollars ($ _____), which is fifty percent (50%) of the total contract amount for the above stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alteration made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____

_____

SURETY* _____

_____

Subscribed and sworn to this _____day of _____, 20_____.

NOTARY PUBLIC _____

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

SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

Except as otherwise provided in the Plans, Special Provisions, Special Specifications, or as modified herein, the work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, "Green Book", 2018 Edition, which are hereinafter referred to as the Standard Specifications.

The intention of the contract documents is to include all plant labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for the proper execution and completion of the work on the project in strict accordance with the plans and specifications.

The Standard Specifications and Standard Plans of the AGENCY are contained in the 2018 Edition, and applicable amendments to, of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans) which Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

In addition to the terms and definitions of subsection 1-2, whenever in the contract documents the following terms are used, they shall be understood to mean and refer to the following:

ALLOWABLE COSTS means those costs not covered by agreed unit prices, which are to be used in calculating adjustments to the Contract Sum.

ALLOWABLE MARKUPS means the percentage of markups for Work not covered by agree unit prices, which are to be used in calculating adjustments to the Contract Sum.

APPLICABLE LAWS means all applicable federal, state and municipal laws (legal and equitable), statutes, building codes, ordinances, regulations and lawful orders (including, without limitation, the City acting in its regulatory capacity) having jurisdiction over the Project, Work, Site, City, or Contractor (including, without limitation, Environmental Laws) and all ordinances, rules and regulations enacted by City. In the event of a conflict between or among Applicable Laws governing Contractor's performance of the Work, the more stringent shall apply.

APPLICATION FOR PAYMENT means Contractor's certified application for payment for Work in accordance with the Contract Documents.

ARCHITECT means the individual or firm under contract with City primarily responsible to provide design, engineering and related construction administration for the Project.

AGENCY: City of Montebello

BOARD: City Council of the City of Montebello

COUNTY: County of Los Angeles

FEDERAL: United States of America

BIDDING DOCUMENTS means the following collection of documents prepared and issued for the purpose of soliciting Bids for the Work: (1) Invitation to Submit Bids, (2) Instructions to Bidders, (3) Bid Forms, (4) Construction Contract, (5) Special Provisions, (6) Drawings and Schedules, (7) Details, (8) Addenda(s), and (9) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (8) hereinabove, are expressly cross-referenced therein or attached thereto.

CERTIFICATE FOR PAYMENT means the statement from the Engineer certifying both the undisputed amount of money due to Contractor and the amount of money, if any, that are disputed upon an Application for Payment.

CHANGE means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any

cause or circumstances, including, without limitation, either directly at the request of City or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to an adjustment increasing the Contract Sum or extending the Contract Time on any basis other than for Compensable Change or Compensable Delay.

CHANGE ORDER means a written instrument, signed by City and Contractor in accordance with the requirements of the General Conditions, designating any work that is a change of scope requiring additional expenditure of materials and labor and/or requiring additional time to complete. Its purpose is to establish the terms of City and Contractor's mutual agreement to an adjustment of the Contract Sum or Contract Time on account of Compensable Change, Deleted Work, Compensable Delay or Excusable Delay.

CHANGE ORDER REQUEST means Contractor's written request for an adjustment in the Contract Sum and/or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

CITY means the City of Montebello, a municipal corporation organized under the laws of the State of California, acting through the City Council or other representatives duly authorized by the City Council to act on City's behalf.

CITY CONSULTANT means the designated Consultant, other than the Architect, engaged by City (or engaged as a subconsultant to the Architect or Consultant) to provide professional advice with respect to the design, construction or management of the Project.

CITY COUNCIL means the City Council of the City of Montebello.

CLAIM means a written demand or assertion by City or Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A CLAIM does not include the following: (1) a tort claims for personal injury or death, (2) stop notice claims, (3) the right of City to specific performance or injunctive relief to compel performance, or (4) any rights remedies, administrative action, and/or penalties that the City has under applicable law.

CLOSE-OUT DOCUMENTS means the warranties, guarantees, maintenance and operations manuals that, along with electronic versions, are required to be delivered by Contractor to the City upon Final Completion of the Project Work.

COMPENSABLE CHANGE means Extra Work: (1) that is the result of (a) Differing Site Conditions, or (b) revisions in Applicable Laws enacted after the execution of the Construction Contract by City and Contractor, (c) a Change requested in a writing signed by the Engineer, or (d) other circumstances involving a Change in the Work or which Contractor is given under the Contract Documents a specific and express right to adjustment of the Contract sum; and (2) that is not caused, in whole or part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with Contractor's obligations under the Contract Documents; and (3) for which an adjustment to the Contract Sum is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such Extra Work.

COMPENSABLE DELAY means a Delay to the critical path of activities affecting Contractor's ability to achieve Final Completion of the Project Work within the Contract Time, not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor or any Tier or a failure to comply with Contractor's obligations under the Contract Documents, and that is caused solely by any of the following: (1) a Compensable Change, (2) the active negligence of City, Engineer, Architect, City Consultant or a Separate Contractor, or (3) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to both an adjustment of the Contract Sum and/or Contract Time.

COMPLETION PUNCH LIST means the list of items of Work to be completed or corrected by Contractor for Final Completion of the Project Work.

CONSEQUENTIAL DAMAGES means damages incurred by either City or Contractor for loss of use, loss of profit or income, loss of revenue, lost opportunity, additional or unabsorbed overhead, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all similar indirect, economic damages that are caused as a result of either Delay or that result from a termination or suspension (for default or convenience) of all or any portion of the Construction Contract or the Work. Consequential Damages do not include direct or indirect damage or injury to persons or tangible property, including without limitation, the repair or replacement of tangible property damaged or lost.

CONSTRUCTION CONTRACT means the written contract contained in the Bidding Documents and executed between City and Contractor for the Work.

CONTRACT DOCUMENTS means the following collection of documents governing Contractor's performance of the Work: (1) the Bidding Documents, (2) the Construction Contract between City and Contractor, other terms, conditions and requirements applicable to the performance of the Construction Contract and Work (including General Provisions, any supplemental and Special Provisions and the General Requirements), Drawings, Specifications, Addenda issued prior to execution of the Construction Contract and other documents listed in the Construction Contract and Modifications issued after execution of the Construction Contract, (3) a Change Order signed by both City and Contractor and/or such others, if any, as required by the General Conditions, (4) a Unilateral Change Order signed by City and/or others, if any, as required by the General Conditions, (5) a Field Order signed by City and/or others, if any, as required by the General Conditions, (6) a written order for a Minor Change in the Work issued by the Engineer, and (7) the Declaration of Sufficiency of Funds completed and signed by Contractor.

CONTRACT SUM means the total amount of compensation stated in the Construction Contract, including adjustments authorized by Change Orders or Unilateral Change Orders, that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

CONTRACT TIME means the total number of working days set forth in the Construction Contract within which Contractor is obligated to submit Materials Confirmations and achieve Completion and Final Completion of the Project Work and/or Project Work, as adjusted for extensions of time permitted under the terms of the Contract Documents and approved by City.

CONTRACTOR means the person or entity under contract with City pursuant to the Construction Contract to serve as the general contractor for construction of the Work.

DAY, whether capitalized or not, and unless otherwise specifically provided, means Monday, Tuesday, Wednesday, Thursday, Friday, and does not include weekends or City recognized legal holidays.

DEFECTIVE WORK means Work by Contractor or a Subcontractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

DELAY, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the performance of the Work.

DELETED WORK means work that is eliminated due to a Change requested by City.

DESIGN DOCUMENTS means all plans, drawings, tracings, specifications, programs, reports, calculations, models, presentation materials and other materials or documents containing designs, specifications or engineering information prepared by the Architect, City Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes, without limitation, all building and other designs depicted therein, as well as the written documents themselves.

DIFFERING SITE CONDITION means an unforeseen condition at a Site or in Existing improvements at a Site. Specifically they are those conditions, located at a Site or in Existing Improvements, not otherwise ascertainable by Contractor through the exercise of thorough care and diligence in its inspection of the Sites and Bidding Documents, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; or (2) subsurface or concealed conditions at the Sites or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Contractor prior to submission of the Bid; or (3) unknown physical conditions at the Sites or concealed conditions in Existing improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

DISCOVERY DATE, used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates the Contractor either: (1) discovered such facts, conditions or circumstances, or (2) should have discovered such facts, conditions or circumstances in the exercise of reasonable care practiced by the general contractors performing public works construction projects in the Southern California area.

DRAWINGS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

ENGINEER means the City Engineer or the Public Works Director for City of Montebello acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.

EXCUSABLE DELAY means a Delay, other than a Compensable Delay, to Contractor's ability to perform within the Contract Time that is (1) not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with the obligations of Contractor under the Contract Documents; and (2) is unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractor, of any Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or any Subcontractor, nor any failure by a Subcontractor to perform any obligation imposed by contract or Applicable Laws, shall constitute grounds for Excusable Delay.

EXTRA WORK means Work (other than Work that is either a logical evolution of the Consultant's detailing, refinement and clarification of the Drawings and Specifications that are part of the Contract Documents or that is reasonably inferable as necessary to satisfy the design intent for a completed and fully operational system, facility or structure) that is not indicated by the Contract Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. Reference to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to an adjustment to the Contract Sum or Contract Time unless such Extra Work constitutes a Compensable Change.

FIELD ORDER means a written directive signed by the City and Contractor that: (1) directs the performance of a Minor Change, (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding adjustment of the Contract Sum or Contract Time, or (3) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change or Deleted Work under circumstances where performance needs to proceed in advance of the Contractor having completed its substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

FINAL COMPLETION, FINALLY COMPLETE means (1) with respect to Project Work, the point at which the following conditions have occurred with respect to such Work: (a) the entirety of such Work is fully completed, including all minor corrective, or "punch list," items, (b) a permanent and unconditional waiver for the entirety of such Work has been delivered to City, (c) all documents required to be submitted, including without limitation, warranties, guaranties and other Close-Out Documents, (d) such Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufactures recommendations and buff dried by machine to bring the surfaces to sheen, and (d) all conditions set forth in the Contract Documents for completion of such Work have been, and continue to be, fully satisfied; and (2) with respect to the Project Work, the point at which: (a) all of the conditions set forth in Clause (1) of the Paragraph have occurred for each and every Home comprising the Project; and (b) all

contractors and subcontractors have been paid and there are no outstanding stop orders claims or claims of any kind that may delay the payment by the City of its ten-percent self-retention monies.

FORCE MAJEURE EVENT means, and is restricted to, any of the following: (1) Acts of God, (2) terrorism or other acts of public enemy, (3) acts or omissions of Governmental Authorities beyond the reasonable foreseeability and control of Contractor, (4) epidemics or quarantine restrictions, (5) strikes, other than those resulting from a violation by Contractor or a Subcontractor of Applicable Laws or applicable collective bargaining agreements, resulting in the unavailability of workers or replacement workers, (6) acts or omissions of the Homeowner that Delay access to a Home or performance of the Work, or (7) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources located within a reasonable distance of the Site where those materials are to be used in performing the Work, (b) such shortage is due to the fact that such materials are not physically available or could not have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated at the timed the Construction Contract was entered into.

GENERAL CONDITIONS means the herein set forth general terms and conditions.

HAZARDOUS SUBSTANCE means: (1) any chemical, material or other substance defined as or included within the definition of “hazardous substances,” “hazardous wastes”, “extremely hazardous substances,” “toxic substances”, “toxic material”, “restricted hazardous waste”, “special waste”, “contamination”, or words of similar import under any Environmental Law, including without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCB:”) and PCB-containing materials, whether or not occurring naturally; (2) lead paint, or (3) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

INSPECTOR OF RECORD means the Inspector responsible, among others, for conducting inspections of Project Work.

LABORATORY means the designated laboratory authorized by the Engineer to test materials and work involved in the contract.

LOSS, LOSSES mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties. “Losses” do not include attorney’s fees or court costs, whether arising as an expense or cost or legal proceeding to which Contractor is a party or as a consequential damage claimed against Contractor by any third person.

MINOR CHANGE means a Change in the Work that does not involve either performance of Extra Work or an adjustment to the Contract Sum or Contract.

MODIFICATION means a written agreement of City and Contractor that amends, adds to or revises the provisions of the Construction Contract or other Contract Documents.

NOTICE OF COMPLETION means the written notice by Engineer confirming the date that the Project Work is Finally Completed.

NOTICE TO PROCEED means the written notice issued by City to Contractor to begin the Project Work.

PLANS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings."

PROGRESS PAYMENTS means a monthly payment of a portion of the Contract Sum based on Contractor's progress in the performance of the Work.

PROJECT COMPLETION DATE means the point at which the Project Work is: (1) sufficiently and entirely complete in accordance with Contract Documents so that such Work can be utilized for its intended purpose, (2) receipt by City of all permits and certificates by Governmental Authorities, if any, required to occupy and use such Work, and (3) all systems included in the Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and has been completed.

PROJECT OR PROJECT WORK means the totality of the Work to be performed by Contractor under the terms of the Contract Documents covered by the Project Contract.

REQUEST FOR EXTENSION means a formal written request required to be submitted by Contractor setting forth the justification and support for Contractor's request for adjustment in the Contract Time due to an Excusable Delay or Compensable Delay.

REQUEST FOR INFORMATION means a written request by Contractor for clarification of what it perceives to be discrepancies in the Contract Documents, including, without limitation, information in the Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or variances between the information in the Contract Documents and field conditions.

SPECIFICATIONS mean the portion of the Bidding Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

SPECIAL DAYS means the local holiday shopping season from the second Friday of December through Christmas Day.

SUBCONTRACTOR means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers and vendors, of any and every Tier.

SURETY means Contractor's surety issuing the Bid, Performance and/or Labor and Material Bonds.

TIER means the contractual level of a Subcontractor with respect to Contractor. For example, a "first-tier" Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors.

UNEXCUSED DELAY means any Delay that is not a Compensable Delay or Excusable Delay, including, without limitation, the following: (1) Delay caused by Contractor's failure to comply with the Contractor's Documents, (2) Delay for which Contractor has failed to provide timely and complete Request for Extension, or (3) Delay associated with any circumstances where costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor's risk or Contractor's Own Expense.

UNILATERAL CHANGE ORDER means a writing signed by City in accordance with the General Conditions, in which City unilaterally sets forth its determination of the amount of adjustments to the Contract Sum or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

WORK means the labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by City.

WORKING DAY means Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. It does not include Saturdays, Sundays, or Holidays recognized by the City of Montebello.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

Subsection 1-7.1 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 CONTRACT BONDS.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 1-7.2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

1-8 SUBCONTRACTS

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in

an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

The text of Subsection 2-2 of the Standard Specifications is hereby deleted and replaced with the following:
Prior to the start of any work, the Contractor shall take out the applicable City permits and make arrangements for City inspections. The City will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain a City business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Montebello, any local utilities, or of any other agency affected by the work included in this contract, **the Contractor shall bear the cost** of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property; also, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

The following is hereby added to this subsection of the Standard Specifications:

2-5.5 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

2-5.6 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed "package" equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

2-5.7 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

2-5.8 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

2-5.9 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

2-5.10 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of Montebello Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 8:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

2-5.11 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

2-5.12 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

2-5.13 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

2-5.14 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

2-5.15 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

2-5.16 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

2-5.17 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

2-5.18 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

2-5.19 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

2-5.20 If practical, implement project noise abatement features prior to construction.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

The whole paragraph of Subsection 3-2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

The contract comprises the following documents, including all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said documents:

The Notice of Inviting Bids, the Instructions to Bidders, the accepted Proposal, the List of Subcontractors, the Bid Security Forms, the Agreement, the Faithful Performance Bond, the Payment Bond, Bid Bond, the Plans, General Provisions and the Special Provisions.

3-7.1 General.

The following is hereby added to this subsection of the General Specifications:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS.

The whole Subsection 3-7.2 of the Standard Specifications is hereby deleted and replaced with the following:

All of the CONTRACT DOCUMENTS shall be read as complimentary to one another and requiring the highest quality, highest quantity, and highest standard of performance for the Project for the City's benefit. In the case of a direct conflict between any of the CONTRACT DOCUMENTS, the order of precedence of the CONTRACT DOCUMENTS shall be:

FIRST:	Requirements of law, including the Charter and Ordinances of the City.
SECOND:	Permits from other Agencies as may be required by law or Ordinance.
THIRD:	Permits from City Departments as may be required by law or Ordinance.
FOURTH:	Change Orders and/or Supplemental Agreements; whichever occurs last.
FIFTH:	Contract/Agreement.
SIXTH:	Addenda.
SEVENTH:	Bid/Proposal.
EIGHTH:	Special Provisions.
NINETH:	Plans.
TENTH:	Standard Plans.
ELEVENTH:	Standard Specifications.
TWELFTH:	Reference Specifications.

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

The whole Subsection 3-10.1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall provide construction survey **if necessary and as requested by the City Engineer** for all the streets shown in the contract documents, including office research of notes, plats or other necessary documents; marking removal limits; grade staking; tying and relocating utilities. All work shall be done to the satisfaction of the Engineer.

The Contractor shall notify the City of Montebello, in advance, in the event that any monumentation or witnesses to the monumentation should fall within any removal area.
The Land Surveyor hired by the Contractor shall prior to submittal of the bid, visit the sites or use an internet mapping service to determine the locations and identify all existing centerline ties and monuments and document all theses locations . Contractor shall attach a list of these ties and monuments locations and their description to the bid.
The Contractor shall be liable for a back charge in an amount up to $1,000.00 per point obliterated or destroyed without notice or authorization from the City of Montebello.

All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty(30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

The following subsection(s) are hereby added to Section 5-3 of the Standard Specifications

5-3.6 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

The whole Subsection 5-4.2 of the Standard Specifications is hereby deleted and replaced with the following:

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

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

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

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

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

5-4.3 Worker's Compensation Insurance.

The following is hereby added to this subsection of the Standard Specification:

CONTRACTOR shall carry and maintain worker’s compensation in the amount of $1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker’s compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

5-4.4 Auto Liability Insurance.

The whole Subsection 5-4.4 of the Standard Specifications is hereby deleted and replaced with the following:

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

The following is hereby added to subsection 5-4 of the Standard Specifications:

5-4.5 Additional Insureds.

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

5-4.6 Notice of Cancellation.

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

5-4.7 Severability Clause.

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

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

5-4.8 Qualifications of Insurer.

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

5-4.9 Approval of Insurer.

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

5-4.10 Payment of Premiums.

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

5-4.11 Evidence of Insurance and Claims.

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

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The following is hereby added to subsection 5-7.1.1 of the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

The following subsection(s) are hereby added to Section 5-7 of the Standard Specifications:

5-7.9 Traffic and Access.

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight (48) hours (2 working days) prior to any temporary obstruction of access. **Contractor to revise all dates daily on no-parking signs. If works does not begin on the date posted on the no-parking sign, Contractor then shall replace all signs with the new correct dates.** Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic

control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the City.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

5-7.9.1 Street Closures, Detours, Barricades.

This subsection is hereby added to section 5-7.9 of the Standard Specifications: Street closures

will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic lane transitions shall not be sharper than a taper of thirty to one. Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted electronic message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

5-7.9.2 Protection of the Public.

This subsection is hereby added to section 5-7.9 of the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **ninety (90) working days**.

6-3.2 Contract Time Accounting.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, for daytime work and to the hours between 8:00 p.m. starting Monday and 5:00 a.m. ending Saturday, excluding holidays, for nighttime work. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be $500.00 per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;

2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;

3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;

4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;

5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;

6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;

7. Damage to other work or property;

8. Failure to fulfill all the requirements of the Contract Documents;

9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;

10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;

11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.

12. Failure of Contractor of the subcontractors to comply with applicable laws;

13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;

14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;

15. Liquidated damages payable to City;

16. Materials ordered or paid by City on behalf of Contractor;

17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;

18. Cleanup performed by City and chargeable to Contractor;

19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;

20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et/ seq.;

21. A breach by Contractor of any obligation or provision of the Contract Documents.

22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City's actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.

Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-contractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge

or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.

Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start-up of the Project Work as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work for is Complete.

Unless the Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Compliance, the Engineer, accompanied by the Inspector of Record and any others deemed appropriate by the Engineer, will inspect the Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.

The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project

Work. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

Final Completion

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is read for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

Concluding Payment

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City's or Homeowner's property or funds might be liable have been paid or otherwise satisfied;

2. Submission of consent of Surety, if any, to Completion Payment;

3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;

4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section 3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;

5. Submission of all Close-Out Documents for the Project Work;

6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.

7. Proper payment of prevailing wages as defined in California Labor Code Section 1720, et seq for the Project Work.

8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees' benefits relating to the Project Work due and owing having been paid in full; and

9. Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Final Payment Terminates Liability

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these General Conditions.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A," in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain it total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the

City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

(a) The amount of surety to be deposited;

(b) The terms and conditions of conversion to cash in case of default of the Contractor; and

(c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

Replace this subsection with the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, the quantity changes of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price.

7-3.5.2 Increases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

7-3.5.3 Decreases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 Markup.

Replace this subsection with the following:

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by a Subcontractor.

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first $5,000 of the subcontracted portion of the extra work and 5% on work added in excess of $5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

The following is hereby added to this subsection of the Standard Specifications:

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so, provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2024 edition of, and applicable amendments to, the "Standard Specifications for Public Works Construction (SSPWC)."

California Manual on Traffic Control Devices (CA-MUTCD), "Latest Edition".

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Claim" means a "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter

county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

400-2 PERMANENT SURVEY MARKERS.

The following is added this this subsection of the Standard Specifications:

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments and benchmarks during construction. Damaged or lost monuments and benchmarks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the plans and these specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City of Montebello.

400-3 PAYMENT

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements and 3) permanent survey markers. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General.

The following is hereby added to this subsection of the Standard Specifications:

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS		(323) 887-1462
Attention:	Mr. Cesar Roldan	croldan@montebelloca.gov
AT&T		(626) 318-9039
Attention:	Mr. Marco Macias	
CALIFORNIA WATER SERVICE		(323) 823-5287
Attention:	Mr. Ralph Felix	rfelix@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT		(323) 201-5500
Attention:	Mr. Kevin P. Hunt	

CHARTER COMMUNICATION		(626) 807-3263
Attention:	Mr. Rodney Graf	Rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS		(626) 458-7136
Attention:	Mr. Mahdad Derakhshani	mderakas@dpw.lacoiunty.gov
LOS ANGELES COUNTY SANITATION DISTRICT		(562) 908-4288 ext. 1205
Attention:	Ms. Christine Gurga	engineeringcounter@lacsd.org
METROPOLITAN WATER DISTRICT		(909) 242-1675
Attention:	Mr. Ben Brinker	msingh@mwdh2o.com
MONTEBELLO LAND & WATER		(323) 722-8654
Attention:	Mr. Mario Gardea	mario@mtblw.com
SAN GABRIEL VALLEY WATER CO.		(909) 201-7349
Attention:	Mr. Paul Garavito	
SOUTH MONTEBELLO IRRIGATION DISTRICT		(323) 721-4735
Attention:	Mr. Jordan Betencourt	j.betencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON North of Lincoln Av		(323) 720-5298
Attention:	Ms. Regina Gonzales	
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects		
Attention:	Ms. Elda Alatorre	(323) 720-5214
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave.		(310) 608-5005
Attention:	Ms. Lissette Alvarez	Lissette.Alvarez@sce.com
THE GAS COMPANY		(310) 605-4105
Attention:	Mr. Cesar Arroyo	carroyo@semprautilities.com
CRMSON PIPELINE		(310) 669-4002
Attention:	Mr. Ryan Lassus	(310) 669-4024
CHEVRON		(310) 669-4014
Attention:	Mr. Dave Zerler	
CITY POLICE AND FIRE DEPARTMENT		Police: (323) 887-1313 Fire: (323) 887-4510
UNDERGROUND SERVICE ALERT		(800) 422-4133 Tel (909) 808-8101 Fax
TRASH COLLECTORS – ATHENS DISPOSAL		(626) 336-6100
STREET SWEEPING – NATIONWIDE		(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT (323) 887-7900

MONTEBELLO TRANSIT (323) 558-1625

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

The following is added this this subsection of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

The following is added this this subsection of the Standard Specifications:

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

600-3 PEDESTRIAN ACCESS.

The following is added this this subsection of the Standard Specifications:

Under situations of sidewalk closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

The following is added this this subsection of the Standard Specifications:

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from the City, the Contractor can provide one traffic lane on a single direction on residential streets, during construction hours.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

Street closures will not be allowed except as specifically permitted by the Engineer.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

The following is added this this subsection of the Standard Specifications:

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed traffic control plan per section 601 of the Standard Specifications and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic control plan shall be approved in writing by the City Engineer prior to construction starts. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor and deduct same from the next progress payment.

601-2.2 Payment

Payment for provisions under section 601 of the Standard Specifications shall be considered included under the bid item for traffic control. No separate payment will be authorized.

SPECIAL PROVISION
PART 9 – BID ITEM DESCRIPTIONS

FOR
FY 2025-2026 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT

C.P. No. 944

IN THE CITY OF MONTEBELLO

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. **This bid item shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches** and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for **Mobilization/Demobilization** shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 2 – Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsections 5-7, 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of

Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

1) 5 feet to any excavation,
2) 2 feet to curbs or temporary concrete barriers,
3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency's execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The "NO PARKING" signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) "Public Notice" to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door knob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, Montebello Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars ($100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 601 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period. **Contractor shall include in his bid the cost of installing electronic message boards as requested by the traffic manual and the City, the City's request shall override the traffic manual requirement for electronic message boards.**

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 601 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators
6. Lighting, for nighttime work.

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for

each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to "California Manual on Uniform Traffic Control Devices", CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Montebello prior to beginning any removals.

The Contractor shall cooperate with the City of Montebello relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Montebello.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

Dry Reflective Value

Angle of Incidence	4º	5º	30º
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the once shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.
The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for **Traffic Control** shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for providing and maintaining safe traffic control including all temporary signs, striping and delineation, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Cold Mill Existing AC Pavement 2" Depth

The following is applicable for all cold milling. Cold milling shall conform to the provisions of Section 404 of the Standard Specifications for Public Works Construction. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth required for the placement of new pavement as shown on the Plans and as directed in the field by the Engineer. All work shall be completed in accordance with lines and grades, and typical cross-sections shown on the drawings. Any extra cold milling beyond the shown limits shall be at the Contractor's expense.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements,

protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replace as called out in Section 400 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete (AC) pavement to facilitate its removal. Any sawcutting shall be accomplished by the use of a power-driven saw to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

During the cold milling operation, the Contractor shall remove all loosened materials from milled areas, haul away and dispose of them at a legal site and submit evidence of the proper disposal to the City of Montebello. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Any petromat found during grinding shall be removed by scraping and by burning it with a torch.

The Contractor shall be responsible to assume the cost of removing, hauling, recycling and any other incidental of any petromat/fabric found during grinding operation and no adjustment on the Bid price shall be made. Also, the Contractor shall remove all asphalt residuals along existing gutter.

Crack Sealing (Not a Bid item)

After the completion of the cold milling operation, **¼" wide** cracks and larger shall be cleaned by hot air blowing to provide intact bonding surfaces which are free of moisture and debris. After the cracks have been properly cleaned, they shall be sprayed with an approved soil sterilant, and then filled with SS-1H asphaltic emulsion and sanded. Cracks and pop-outs **larger than 1" wide** shall be sealed with a D2-SC-800 stockpile mix.

Payment for Cold Milling of Existing Asphalt Concrete (AC) Pavement shall be paid for at the price bid per **Square Foot (SF)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of asphalt concrete materials excavated or grinded, grade for the base, crack sealing, compaction and no additional compensation will be allowed therefore. Payment for the removal of Petromat fabric material shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 4 – Remove and Reconstruct Existing AC Speed Hump

Construction of new speed humps shall proceed only after installation of all advance warning regulatory posted signs and pavement markings and flags-Contractor to order and provide post signs and flags ,and Contractor shall install the thermoplastic pavement markings shown on the plans and standard drawing

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away, properly dispose of existing AC pavement speed hump and to construct asphalt concrete Speed Hump for the project**. On streets where new humps are to be installed , Contractor shall furnish and install all required posted signs, pavement markings, and flags , according to City regulations, prior to hump installation**. **Contractor shall not remove existing signs unless new signs are in the possession of the Contractor and he can proceed with the hump installation. All signs shall conform to MUTCD latest edition.**

Contractor to submit to the City for approval all shop drawings and material specifications of all signs and posts related to this project, prior to placing an order.

Removal of AC and underlying materials as shown the Contract Drawings shall conform to Subsection 401-2 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power-driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new pavement is constructed.

All necessary sawcutting of AC or any underlying existing improvements shall be to the lines as shown on plans or as directed by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Asphalt Concrete Speed Hump shall conform to the provisions of Sections 203-11 and 302-9 of the Standard Specifications for Public Works Construction. ARHM asphalt concrete for speed hump shall be Type C2-PG 64-16 and per Asphalt Concrete section of this Specification.

Asphalt Concrete Speed Hump shall be constructed at the specified location on the plans and confirmed with the engineer prior to placement and shall be same dimensions and height and to the line, grades and design shown on the plans or as ordered by the Engineer. Contractor shall cold mill existing AC Surface to a minimum of 1.5” for correct binding of AC Speed Hump. Tack coat shall be Grade SS-1H, per Section 302-5.8 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. (All tack coat overspray on gutter lip shall be removed.)

Payment for **Remove and Construct AC Speed Hump** shall be at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 5 –

Construct 2”-ARHM Overlay

Asphalt concrete surface course shall be Asphalt Rubber Hot Mix as shown on the plans, ARHM-GG-C, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications for Public Works Construction and shall conform to the following:

Composition and Grading shall be per Section 203-11.3 of the Standard Specifications for Public Works Construction. The Contractor shall submit a copy of the asphalt concrete mix design, a sample of the asphalt concrete, a sample of the aggregate, and a sample of the paving asphalt (AR or PG) to the City or its designated laboratory a minimum of two weeks prior to the start of construction.

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description

   Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

   A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
   B. Free from water.
   C. Homogeneous.

2. Materials

   A. General

      The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers at: http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm.

      The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

      The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

   B. Grades

      Performance graded (PG) asphalt binder shall be PG 64-16 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade				
		PG 58-22 [a]	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum ºC	T48	230	230	230	230	230
Solubility, Minimum % [b]	T44	99	99	99	99	99
Viscosity at 135ºC, [c] Maximum, Pa's	T316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, ºC Minimum G*/sin(delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test [e], Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, ºC Minimum G*/sin(delta), kPa	T315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25ºC Minimum, cm	T51	75	75	75	75	75
PAV [f] Aging, Temperature, ºC	R28	100	100	100	100	100
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, ºC Minimum G*sin(delta), kPa	T315	22 [d] 5000	31 [d] 5000	28 [d] 5000	22 [d] 5000	34 [d] 5000
Creep Stiffness, Test Temperature, ºC Maximum S-value, MPa Minimum M-value	T313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

a. Recommended as asphalt rubber base stock for high mountain and high desert area.
b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
d. The Department will test the sample at 3ºC higher if it fails at the specified test temperature. G*sin(delta) shall remain 5000 kPa maximum.
e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.

f. “PAV” means Pressurized Aging Vessel.

C. Sampling

The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

1) With a diameter between 10 and 20 mm.
2) Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.
3) Maintained in good condition.

The Contractor shall replace failed valves.

In the presence of the Engineer, the Contractor shall take 2 one-liter samples per operating day. The Contractor shall provide round friction top containers with one-liter capacity for storing samples.

D. Applying Asphalt

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, “Liquid Asphalts.” The Contractor shall apply paving asphalt at a temperature between 120º and 190ºC. The Engineer will determine the exact temperature of paving asphalt.

The Contractor shall make modifications to the proposed mix design as required by the City or its designated laboratory to insure that the proposed asphalt concrete mix will meet the minimum stability ("S") values. No asphalt concrete shall be placed until such time as the City has tested and approved the Contractor's proposed asphalt concrete mix design. Aggregate produced from slag resulting from any steel-making process or from air-cooled iron blast furnace slag shall not be used on this project.

Asphalt concrete shall be placed with paving machine equipped with a “Preco” attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

The Contractor shall place the ARHM a maximum of 48 hours after the commencement of all edge grinding operations during any stage of the work for this project.

Apply SS-1H tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joins of AC patching and P.C.C. surfaces and edges against which ARHM is to be placed. Diesel fuel shall not be used for cleaning purposed within the limits of this project.

Distribution and spreading shall conform to 302-5.5 except that at the time of delivery to the work site, the temperature of the ARHM-GG shall be 300°F minimum to 325°F maximum. At the discretion of the Owner's Representative, this maximum temperature may be raised to 350°F during cold climatic conditions. Atmospheric temperature shall be 50°F and rising or as approved by the agency's representative.
The Contractor shall utilize a paving machine equipped with an automatic adjusting screed, which is actuated by a 30-foot "ski", for the entire ARHM-GG overlay.

ARHM-GG shall not be placed in lifts that exceed four (4) inches in thickness. Breakdown compaction shall be performed with a two-axle or three-axle tandem or three-wheel roller weighing not less than 12 tons for all ARHM-GG lift thickness of four (4) inches or less. Breakdown compaction shall be performed with a vibratory roller weighing not less than 12 tons for all ARHM-GG lift thickness between two (2) and four (4) inches. When more than one layer of ARHM-GG is required, the layers shall be of equal thickness.

ARHM-GG shall be thoroughly compacted by rolling. The number of rollers necessary will be established in accordance with Section 302-5.6.1 of the Greenbook Specifications. All compacted ARHM-GG shall have a relative compaction of not less than 95 percent in accordance with Section 302-5.6.2 of the Greenbook Specifications.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Join lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

Lots consisting of 500 tons will be established for ARHM-GG areas to be tested. The City or its designated laboratory shall perform density testing utilizing a properly calibrated nuclear asphalt-testing device. The City shall pay for all initial testing and a reasonable amount of retesting utilizing the nuclear asphalt-testing device. If the test results for any lot of ARHM-GG indicate that the relative compaction is below 95 percent the Contractor will be advised that he is not attaining the required relative compaction and that his materials or his procedures, or both, need adjustment. ARHM-GG spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction. Core testing of areas not meeting the 95 percent requirement will be conducted by the City's designated lab. Any and all testing beyond the initial core testing will be at the sole expense of the Contractor.

If the test results for any lot of ARHM-GG continue to indicate that the relative compaction is less than 95 percent after adjustments have been made, the ARHM-GG represented by that lot may be required to be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that relative compactions of 95 percent can be obtained.

The City's designated laboratory will obtain samples of the ARHM-GG from each lot to perform extraction tests to insure the proper aggregate gradation and asphalt content is being supplied in accordance with the approved ARHM-GG mix design. If the test results for any lot of ARHM-GG indicate that the ARHM-GG does not meet the requirements of the approved mix design the

Contractor will be advised that he is not attaining the required composition and grading and that his materials need adjustment. ARHM-GG spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the approved mix design. If the test results for any lot of ARHM-GG continue to indicate that the composition and grading does not conform to the approved mix design after adjustments have been made, the ARHM-GG represented by that lot shall be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that the ARHM-GG is in accordance with the approved mix design.

The Contractor shall provide for adequate quality control measures to insure that delivery of asphalt rubber shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to provide for optimum compaction opportunity and maximize ride quality performance.

Rock dust blotter material shall be required immediately after the completion of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall be per Section 200-1.2 of the Standard Specifications and shall be uniformly applied using a mechanical spreader, which distributes uniformly at a rate of approximately three pounds per square yard. Compaction rollers shall not be allowed on the rock dust covered pavement surfaces. All excess rock dust blotter shall be removed from the street at the end of each workday. The removal of the rock dust blotter shall include removal from adjacent streets as needed. No excess rock dust blotter shall be left on any street after normal work hours. The cost of this application will be included into the contract unit price bid for ARHM.

Measurement

The quantities of the asphalt rubber hot mix (ARHM) to be paid for will be measured by the actual tonnage (ton) of material and no additional compensation will be allowed therefor. The Contractor shall furnish to the City of Montebello at the time of delivery of the material on the job site a legible copy of a licensed weighmater’s certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

Tack Coat (Not a Bid item)

Existing concrete gutter and curb faces shall be protected against disfigurement from the asphalt. Residue of the material shall be removed from gutter and curb faces by sandblasting to the extent required by the Engineer.
The tack coat shall be applied as specified in Subsection 302-5.8 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees F in the shade.

No separate measurement and payment will be made for tack coat. Payment shall be included in the contract unit price for ARHM-GG Pavement.

Payment for **Construction of ARHM Overlay**, shall conform to the provisions of Subsection 302-5.9 of the Standard Specifications for Public Works Construction. All the requirements stated above shall be included in the unit price bid per **TON.** The contract unit price per ton shall include full compensation for all surface preparation furnishing all labor, materials, tools, equipment, removals, disposal, certified weigh tickets, and incidentals and for doing all the work involved, including furnishing, applying and cleaning up excess rock dust blotter. The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders. Temporary surface work where required for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Item No 6—Seal cracks in existing cross gutter concrete

The scope of work for this item is to clean and install epoxy/resin or sealant in the existing cracks in longitudinal and lateral cross gutters where new AC pavement will join. The purpose of this work is to insure that the existing cracks will not become larger and to prevent water intrusion in the subgrade through the cracks. All work in this section shall conform to attached ACI (American Concrete Institute) guidelines, Chapter 3 "Method of crack repair"

See attached Appendix C

Contractor shall submit to the City for approval ,material specifications for the crack sealing of concrete cross gutters prior to start of work

All cracks in all cross gutters shall be repaired under the cost of this item.

Payment for this bid item shall be based on Lump Sum cost of doing the work under this item.

Item Nos 7 and 8 Adjust Existing Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade

This Bid Item shall include all labor, equipment and materials to adjust existing sewer/storm drain/utility manhole/vault frames and covers within the project limits to match finished grade if required. The work shall be performed in accordance with Section 403 of the Standard Specifications for Public Works Construction and per Standard Plans for Public Works Construction.

All existing covers that can be lowered and raised shall be lowered **prior** to cold milling/removal and adjusted to finished grade by the Contractor or by the Utility Owner for the Contractor. For utility frames and covers under the jurisdiction of Verizon, AT&T, Edison, Los Angeles County Flood Control District, Los Angeles County Sanitation Districts, and County Sewer Maintenance Districts, the Contractor shall contact these organizations to arrange for adjustment of their respective facilities a **minimum** of **seven (7) working days prior** to cold milling/paving operations in accordance with **Section 403-3** of the Standard Specifications.

The adjustment of existing manholes/vaults to finished grade shall be performed after finish paving. The removal or addition of grade rings shall be required to facilitate adjustment. Frame

and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

Payment for **Adjustment Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade** shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor. Where the manhole frame and cover is performed by the utility owner, no compensation will be made to Contractor.

Item No 9 – Adjust existing water valve cover and frame/can to finish grade

The work under this item consists of marking the locations of all water valve cans, frames and covers and adjusting these covers to finished grade. There are several water purveyors for the City's water supply, and Contractor shall coordinate with all purveyors and shall adjust water valve covers to grade to the satisfaction of all water purveyors. Please see attached map in Appendix A. Although the plans show approximate locations of water valve covers shown by "W" Contractor shall be responsible for discovering and marking the locations of the valve covers accurately. Contractor shall be responsible for adjusting these frames and covers to grade Contractor shall exercise extreme care when adjusting these covers. Paving over valve covers could result in water main leaks not being controlled by maintennace crews not being able to locate the valve covers in a timely manner for shutting leaking water mains. This situation could result in flooding conditions for businesses and residences in the vicinity of the project.

Contractor to coordinate with the various private water companies at obtaining final approval from these companies for the adjusting to grade of water valve covers.

The work under this item shall be paid for each (EA) valve adjusted to grade and no other compensation will be allowed.

Bid Item No. 10 – Furnish and Install Traffic Signal Loop Detectors and Connect to DLC

All equipment, materials, and components for traffic detector loops and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans and Standard Specifications, Section 86-1.02F(2)(c), 'Inductive Loop Conductor", latest edition, except as noted in the Special Provisions and on the plans. These plans and specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 S. Main Street, Los Angeles, CA 90012 or the State Offices of Caltrans at 1900 Royal Oaks Drive, Sacramento, CA 95815 (916) 455-3520.

Traffic Signal Loop Detectors shall be Type E (6' diameter) or Type Q (6' length) per Caltrans Standard Plans ES-5A and ES-5B.

Contractor, as directed by City Engineer, shall remove existing loops and cut in new loops in AC areas.

Residue resulting from slot cutting/cleaning operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Contractor shall obtain approval from the City Engineer for exact location of new loop detector prior to final placement. Perform preliminary striping layout prior to loop detector layout.

The Contractor shall test the new detectors with a motor driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles. The unladed weight of the vehicle shall not exceed 220 pounds, and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor driven cycle through the response or detection area of the detector at not less than three (3) miles per hour or more than seven (7) miles per hour. The detector sensor unit shall provide the required output in response to this test.

Payment for **Furnishing and Installing Traffic Signal Loop Detectors and Connect to DLC** shall be at the contract unit price per **Lump Sum (LS)** basis installed complete and operational and shall be considered full compensation for furnishing all labor, tools, equipment, materials, coordination and incidentals, and for doing all the work involved in furnishing, installing, removals, salvaging, filling, traffic detector loops and appurtenances, providing temporary modifications to traffic signal system during construction as required, restoration work, operationally complete in place, as shown on plans, and as specified in the special provisions, and as directed by the City Engineer.

Bid Item No. 11 – Traffic Signing, Striping, Markings, House Address and Curb Painting

Traffic Signing, Striping, Markings, and curb painting as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 81, 82 and 84 CALTRANS) and also as modified below.

Traffic stripes, pavement markings of arrows, symbols, numbers and words, shall conform to the California Department of Transportation Standard Specifications: **Section 84-2 Traffic Stripes and Pavement Markings, latest edition.**

For existing striping or markings shown to be replaced outside of new pavement area and on existing concrete surface, Contractor shall remove by wet sandblasting only all existing striping/legends/markings. Raised dots and markings shall be removed by grinding.

Prior to project grinding and removal work, Contractor shall video all existing markings, painting and pavement devices for use in carrying out this Bid Item.

All crosswalks shall be safety (ladder type) crosswalks yellow in color in school zones. Preferred width for the crosswalks shall be 12’ wide. In some instances and based on conditions on the ground , the width could be adjusted downwards , only approved by the Public Works Director. All crosswalks shall be minimum of 10’ wide.

Crosswalks shall have 24” wide lines spaced 2’ apart , shall be reflective thermoplastics. Please see sheet 33 of 59

Raised pavement markers other than blue hydrant markers shall conform to the California Department of Transportation Standard Specifications Section 81, current edition, and shall be of type as called for on the plans.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City of Montebello.

Painted and raised pavement marker removal shall conform to Section 81 of the Caltrans Standard Specifications, current edition. All residue remaining as a part of the removal operations shall be removed from the site.

Layout shall be approved, in writing, by the Engineer prior to placing Thermoplastic, curb painting and markings.

Thermoplastic Pavement striping and markings are per Caltrans Standard Plans.
ALL EXISTING PAVEMENT STRIPING AND MARKINGS SHALL BE REPLACED WITH THERMOPLASTICS PAVEMENT STRIPING AND MARKINGS, REGARDLESS OF IF SUCH MARKINGS AND CENTERLINE STRIPING WERE THERMOPLASTICS OR CONVENTIONAL.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied to the pavement surface, painting of red curb and the installation of raised pavement markers. Materials and installation for painted and raised pavement markers shall conform to Section 81 and 84 of Caltrans Standard Specifications, current edition.

The Contractor shall provide cat tracking for the centerline and lane lines the same day, following paving operations. Reflectorized "slurry tabs" may be used in lieu of painted cat tracking.

For house addresses, the contractor shall repaint existing residential house addresses within the project limits. The color of paint shall be white field with numbers in black on the new curb in front of each residence. Numbers shall be four (4") inches in height, two and one-half (2 ½") inches in width with a stroke width of approximately three-fourths (3/4") inch.

The house number shall be centered on a six-inch (6") by sixteen-inch (16") rectangular background for house numbers. There should be a border of two inches (2") all around and city and city logo.

House numbers shall be conventional block design with a vertical axis (not slanted). "Threes (3)" shall be rounded, not flat, on top. "Four (4)" shall be closed at the top. "Nines (9)" shall be inverted sixes (6"). "Ones (1)" shall be vertical line with a line to exceed one-half (1/2") inch.

Place Raised Blue Reflective for Fire Hydrant

Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers installation as shown on Contract Drawings are a part of this item and shall conform to the Standard Specification Sections 314-3.1 and 314-5.1 to 314-5.5 and shall be in accordance with the Caltrans Traffic Manual Section 81 "Markings" for each fire hydrant.

Place Reflective Raised Pavement Markers to Supplement Crosswalk Striping

One-Way Reflective Pavement Markers shall be used to supplement ladder bar stripes where

additional visibility is needed at night, such as a poorly lit street. Use clear Type G RPM's for a white crosswalk, and yellow Type H for a yellow crosswalk.

New Sign Installation

New traffic signs installation is part of this item and shall be installed on steel posts as shown on the Contract Drawings and shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Section No. 56 (CALTRANS).

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have a graffiti film coating.

The date of installation of a sign shall be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Montebello" shall also be embossed on the back of the sign.

No signs shall be installed on traffic signal poles, unless otherwise shown on the plans or as directed by the City Engineer. Contractor shall remove, replace, or install signs mounted on traffic signal mast arms as directed by the City Engineer.

All signs placed within the public right-of-way shall be installed using the following guidelines:

No signs shall be placed on wood poles at any time.

Larger (wide) signs shall be mounted on top of a sign combination.

No sign shall have an outside edge closer than one foot (1') to the back of the curb.
Bottom of sign shall be at seven-foot (7') minimum over sidewalk.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

Sign post shall be 12 feet channel type.

Signs shall be mounted on posts in a good workmanship manner using metal hardware suitable for the type of installation made.

Installation materials shall be of stainless steel and theft proof.

Signs shall be kept a minimum distance of fifteen feet (15') in from of trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign.

The contractor shall obtain approval from the City Engineer for the location of any signs that may be unclear or questionable.

Sign posts shall be installed eighteen inches (18") behind curb face. Sign posts installed within the sidewalk must maintain a minimum of four-feet (4') horizontal clearance for pedestrians.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (California MUTCD) latest edition, unless otherwise shown on the plans.

Payment for **Traffic Signing, Striping, Markings, House address and Curb Painting** shall be at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing all labor, materials (including adhesives, glass beads, and paint), tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of pavement striping, raised reflective pavement markers, painting curbs, blue markers, including removal and installation of traffic signs and posts as indicated, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words, as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City of Montebello for approval prior to fabrication. The sign is illustrated in Appendix "C".

Size: 6 feet by 4 feet with a 7 feet clearance above ground level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 11 feet posts.

Mounting Brackets: Mounting brackets shall be mounted using 2 1/2 inch bolts with washers on each post. Install one bracket each a distance of 16" from the top and bottom of the sign.

Background: 3M Diamond Grade VIP, International Orange, Engineering Grade or approved equal

Lettering: Silkscreen enamels, Helvetica medium. (6" High).

Sign Placement:

A) Per State of California Manual of Traffic Controls section 5-02.4, except as indicated heron.
B) Sign shall be visible for minimum of 500 feet.
C) All signs shall be placed on the side of the street facing the direction of traffic.
D) Where a road is to be completely closed, signs should be placed at the intersections which precede the closure. A sign should be placed facing each direction of traffic approaching the proposed closure area.
E) The sign will be moved by the Contractor per the AGENCY'S schedule.

Duration: The signs shall be placed a minimum of two weeks prior to start of work.

Disposition: After the Notice of Completion is issued, the signs shall become the property of the AGENCY, and the Contractor shall deliver the signs to the Public Works Facility at no expense to the AGENCY.

Cost for furnishing and Installation of Public Improvement Project Signs shall be included hall include full compensation for all labor, materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project and filling the ground 2" holes in kind.

Bid Item No. 12 – Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required if necessary. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or a Civil Engineer duly licensed to perform land surveying.

It is the Contractor's responsibility to Re-establish Survey Monuments and Centerline ties as disturbed in the field and shall conform to Standard Specification for Public Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies thereof filed with the City of Montebello Engineer and the County Surveyor. This work will include all reestablishment of all monuments that are disturbed through the course of completing this project.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets. A copy of each corner record shall be provided to the City of Montebello after filing with the County.

Construction Staking consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Staking shall conform to the Standard Specification Section 3-10. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City of Montebello-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Control for construction of reinforcing steel, concrete work, and structural steel work.
7. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.

The City of Montebello reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City of Montebello exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City of Montebello prior to beginning work that requires their use.

Prior to completion of Project and when requested by the City of Montebello, Contractor shall submit a copy of project drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses. Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to the City of Montebello any temporary control points as necessary due to construction activity. The Contractor shall notify the City of Montebello of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City of Montebello's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City of Montebello. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City of Montebello. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Surveyor/Engineer retained by the Contractor until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City of Montebello. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the Caltrans Survey Manual. Contractor shall set finish grades at a maximum of 25-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be Contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to the City of Montebello loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to the City of Montebello.
The City at the discretion of the Public Works Director may retain 20% of the payment under this item until such time the new survey documents are recorded with the LA County Recorder's Office.

Payment for **Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties** shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no

additional compensation will be allowed therefor. Contractor shall submit electronic files of surveys conducted for Progress Payments with each Pay Request.

APPENDIX “A”

PLAN SHEETS

GENERAL NOTES

REQUIRED SUBMITTALS BY THE CONTRACTOR

A. **PRIOR TO COMMENCING WORK CONTRACTOR SHALL SUBMIT A STATEMENT SIGNED BY AN AUTHORIZED OFFICIAL STATING THAT CONTRACTOR HAS VISITED THE SITE AND IDENTIFIED ALL SEWER MANHOLE COVERS, WATER VALVE COVERS , AND ALL OTHER COVERS WITHIN PROJECT LIMITS.CONTRACTOR SHALL NOTIFY THE CITY IF PLANS DO NOT SHOW ALL COVERS WITHIN PROJECT LIMITS.**

B. **CONTRACTOR TO SUBMIT ALL ASPHALT AND CONCRETE MATERIAL SPECIFICATIONS TO THE CITY FOR REVIEW PRIOR TO CONSTRUCTION.**

C. **PRIOR TO SUBMITTING A BID, LAND SURVEYOR HIRED BY CONTRACTOR SHALL IDENTIFY ALL EXISTING CENTERLINE TIES WITHIN PROJECT LIMITS . TABULATION OF THESE CENTERLINE TIE DATA MUST BE INCLUDED IN THE BID/PROPOSAL SUBMITTAL CONTRACTOR'S LAND SURVEYOR SHALL RESTABLISH THESE MONUMENTS FROM EXISTING TIES NOT DISTURBED DURING CONSTRUCTION.**

1. ALL WORK, MATERIAL, AND EQUIPMENT SHALL CONFORM TO THE CITY OF MONTEBELLO STANDARD PLANS AND SPECIFICATIONS, CONTRACT SPECIFICATIONS, THE STANDARD SPECIFICATION/GREEN BOOK (CURRENT EDITION), CALTRANS STANDARD PLANS, CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROLS DEVICES (CA MUTCD) FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, LA COUNTY STANDARDS AND TO THE SATISFACTION OF THE CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.
2. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA 811 48 HOURS PRIOR TO ANY EXCAVATION.
3. CONTRACTOR SHALL OBTAIN ALL CITY PERMITS REQUIRED PRIOR TO COMMENCING ANY WORK.
4. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, ANGLES, AREAS, HEIGHTS, ELEVATIONS, AND RADII ON THE PLANS. EXISTING CONDITIONS WHICH ARE CONTRARY TO THOSE SHOWN ON PLANS SHALL BE VERIFIED WITH THE CITY ENGINEER BEFORE PROCEEDING WITH WORK.
5. ALL WORK SHALL CONFORM TO THE PLANS AND STANDARD SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL OF THE CITY ENGINEER.
6. BY ACCEPTING THIS CONTRACT, CONTRACTOR HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, HOLD HARMLESS THE CITY, AND CITY ENGINEER, AGENTS, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES FOR ALL DAMAGE TO PERSONS OR PROPERTY OR WRONGFUL DEATH REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF CITY, ENGINEERS, THEIR PARENT AND SUBSIDIARY COMPANIES, AS WELL AS THEIR AGENTS AND EMPLOYEES.
7. THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR 72 HOURS BEFORE COMMENCING WORK
8. ALL CONFLICTING IMPROVEMENTS, UTILITIES AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PROJECT LIMITS BY THE CONTRACTOR AT NO COST TO THE CITY, UNLESS OTHERWISE NOTED ON THE PLANS OR IN THE SPECIFICATIONS.
9. THE CONTRACTOR SHALL PROTECT ALL EXISTING CITY TRAFFIC AND STREET NAME SIGNS AND SHALL REPLACE ANY DAMAGED SIGN AT NO COST TO THE CITY.
10. AS BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER.
11. CONTRACTOR SHALL PROTECT ALL CENTERLINE SURVEY MONUMENTS AND CENTERLINE TIES, IF OBLITERATED THESE MONUMENTS MUST BE RESET BY CONTRACTOR'S LAND SURVEYOR.
12. CONTRACTOR SHALL TAKE PHOTOGRAPHS OF ALL LOCATIONS WHERE CENTERLINE MONUMENTS WILL BE OBLITERATED DUE TO PAVING OPERATIONS.

CITY OF MONTEBELLO
STREET IMPROVEMENT PROJECT

THESE NOTES SHALL TAKE PRECEDENCE OVER PLANS

STRIPING PAVEMENT MARKINGS
ALL PAVEMENT MARKINGS LIKE CENTERLINES, STOP SIGNS, CROSSWALKS, ADVANCE WARNING MARKINGS, HANDICAP SPACES ADJACENT TO CURBS, SHALL BE REPLACED WITH THERMOPLASTIC.
AT INTERSECTIONS WHERE IT SHOWS CROSSWALKS TO BE STRIPED ON ALL 4 WAYS, THE CROSS WALKS SHALL BE THERMOPLASTIC EVEN OUTSIDE THE PROJECT AREA.

INTERSECTING STREETS JOINS
CONTRACTOR TO JOIN EX. AC ALONG THE PROLONGATION OF GUTTER OR CURB LINE ALONG INTERSECTING STREETS.
CONTRACTOR TO JOIN ALL EX. TRANSVERSE OR LONGITUDINAL GUTTERS. ALL CROSS GUTTERS ADJACENT TO WORK AREA TO BE CRACK SEALED PER ITEM NO. 6 OF BIDDING SCHEDULE IN PAGE C-3 OF THE SPECIFICATION.

INTERSECTONS PAVING
CONTRACTOR TO PAVE INTERSECTION IF BOTH SIDES OF INTERSECTING STREETS HAVE BEEN RECENTLY PAVED. IF BOTH SIDES OR ONE SIDE OF AN INTERSECTING STREET IS PAVED, THEN INTERSECTION SHALL BE PAVED.

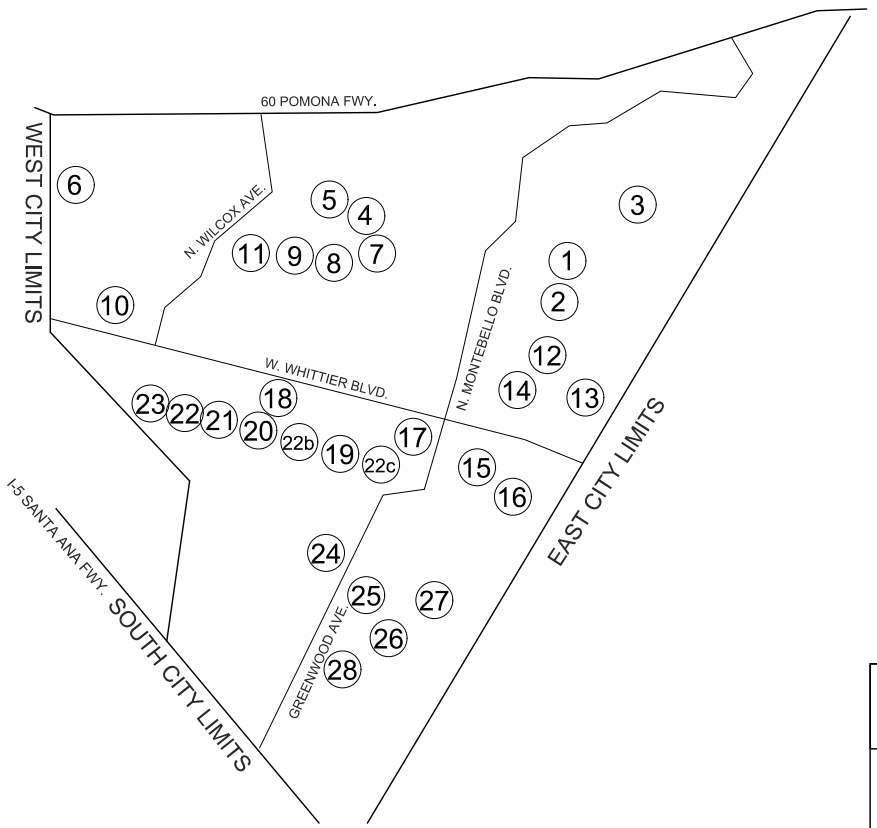
ADDITIONAL NOTES TO CONTRACTOR

1. ALL EXISTING PAVEMENT MARKINGS AND STRIPING SHALL BE REPLACED WITH NEW, EVEN IF STRIPING IS PARTIALLY PAVED OVER
2. ALL PAVEMENT MARKINGS, RIPPING AND MARKINGS ADJACENT TO PAVING AREAS SHALL BE PROTECTED BY THE CONTRACTOR AND CLEAN FROM ALL OMINOUS AND THE DELIRIOUS MATERIALS. IF CONTRACTOR IS UNABLE TO CLEAN THOSE MARKINGS TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR, THE CONTRACTOR TO REPLACE ALL EXISTING STRIPING AND PAVEMENT MARKINGS WITH NEW UNLESS PLANS SHOW OTHERWISE
3. CONTRACTOR SHALL LOCATE ALL THE WATER VALVE COVERS STREET AND OTHER UTILITY MANHOLES AND MARK THEIR LOCATIONS. PRIOR TO PAVING CONTRACTOR SHOULD SUBMIT TO THE CITY THE METHOD OF MARKING THESE LOCATIONS PRIOR TO PAVING. THIS WILL ENABLE THE CONTRACTOR TO EASILY LOCATE PAVED OVER WATER VALVE COVERS AND MANHOLES.
4. ALL PAVEMENT MARKINGS AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF CALIFORNIA MUTCD PART 3 UNLESS APPROVED OTHERWISE BY THE CITY
5. PLANS AND SPECIFICATIONS WERE PREPARED BY THE CITY BASED ON FIELD RECONNAISSANCE AND AERIAL MAPS AND THE INFORMATION CONTAINED IN THE MAPS MAY NOT BE 100% CORRECT OR ACCURATE .CONTRACTOR MUST CONDUCT HIS OWN FIELD INVESTIGATION PRIOR TO SUBMITTING A BID AND FAMILIARIZE HIMSELF WITH THE SITE. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS SHOWN ON THE PLANS.
6. **JOIN LINES** CONTRACTOR TO JOIN NEW AC AND EXISTING PERPENDICULAR CROSS GUTTERS, LONGITUDINAL CROSS GUTTERS AND PROLONGATION OF THE GUTTER OR CURB LINE ON INTERSECTING STREETS
7. CONTRACTOR TO SUBMIT A WORK SCHEDULE WITH STREET LOCATIONS INCLUDED. CONTRACTOR MUST ALSO SUBMIT THE TRAFFIC CONTROL PLAN AND SHALL COORDINATE COLD MILLING OF STREET SECTIONS WITH THE CITY IN ORDER TO MINIMIZE DISRUPTION OF CITY STREETS BY MINIMIZING THE NUMBER OF STREETS COLD MILLED AT ONE TIME.
8. CONTRACTOR SHALL PLACE PROJECT CONSTRUCTION NOTICES AT EACH END OF STREET SECTIONS SLATED FOR OVERLAY THE SIGN MUST BE APPROVED BY THE CITY PRIOR TO PLACEMENT
9. CONTRACTOR SHALL PLACE NO PARKING SIGNS ON ALL STREETS TO BE COLD MILLED AND PAVED. SUCH NO PARKING SIGNS SHOULD BE ACCURATE AS OF THE DATE AND TIME THE WORK WILL OCCUR. IF NO WORK OCCURS ON A CERTAIN STREET AND "NO PARKING SIGNS" ARE UP CONTRACTOR SHALL REPLACE NO PARKING SIZE WITH MORE UPDATED DATES AND TIMES OF THE TIME WORK WILL COMMENCE.
10. CONTRACTOR SHALL PROTECT IN PLACE ALL CROSS GUTTERS, CROSSWALKS, CURB, AND GUTTERS AND OTHER IMPROVEMENTS AND FEATURES ADJACENT TO PROJECT AREA AND SHALL PREVENT DAMAGE RESULTING FROM HEAVY EQUIPMENT USED BY CONTRACTOR AND PREVENT ALSO DEPOSITION OF ALL BITUMINOUS AND OTHER DELETERIOUS MATERIALS. CONTRACTOR SHALL CLEAN ALL AFFECTED AREAS BY CONSTRUCTION EQUIPMENT.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES RESULTING FROM HIS WORK
12. CITY WHILE PREPARING PLANS HAS NOT OBTAINED PLANS FOR UNDERGROUND FACILITIES OF LOOPS, CONDUITS, NOR HAS SUCH FACILITIES BEEN FULLY PLOTTED ON PLANS. CONTRACTOR TO COORDINATE WITH CITY AND LA COUNTY TRAFFIC SIGNAL MAINTENANCE DIVISION
13. CONTRACTOR SHALL OBTAIN A NO FEE PERMIT FROM THE CITY
14. A CA LICENSED LAND SURVEYOR HIRED BY CONTRACTOR SHALL IDENTIFY, PRIOR TO THE CONTRACTOR BID SUBMITTAL ALL EXISTING CENTERLINE TIES AND MONUMENTS AND SHALL INCLUDE THESE LOCATIONS IN AN ATTACHMENT TO THE OFFICIAL BID/PROPOSAL BY CONTRACTOR.
15. CONTRACTOR SHALL CLOSELY IMPLEMENT ALL NPDES/STROM WATER POLLUTION PREVENTION REQUIREMENTS. VIOLATIONS WILL BE REPORTED TO THE STATE AND COUNTY AGENCIES RESPONSIBLE FOR ENFORCEMENT.
16. CONTRACTOR SHALL CLOSELY ADHERE TO ALL SAFETY REQUIREMENTS RELATED TO EQUIPMENT, WORKERS AND THE PUBLIC AT LARGE.

CITY OF MONTEBELLO

SB1 2025-26
STREET IMPROVEMENT PROJECT

CITY OF MONTEBELLO
STREET IMPROVEMENT PROJECT



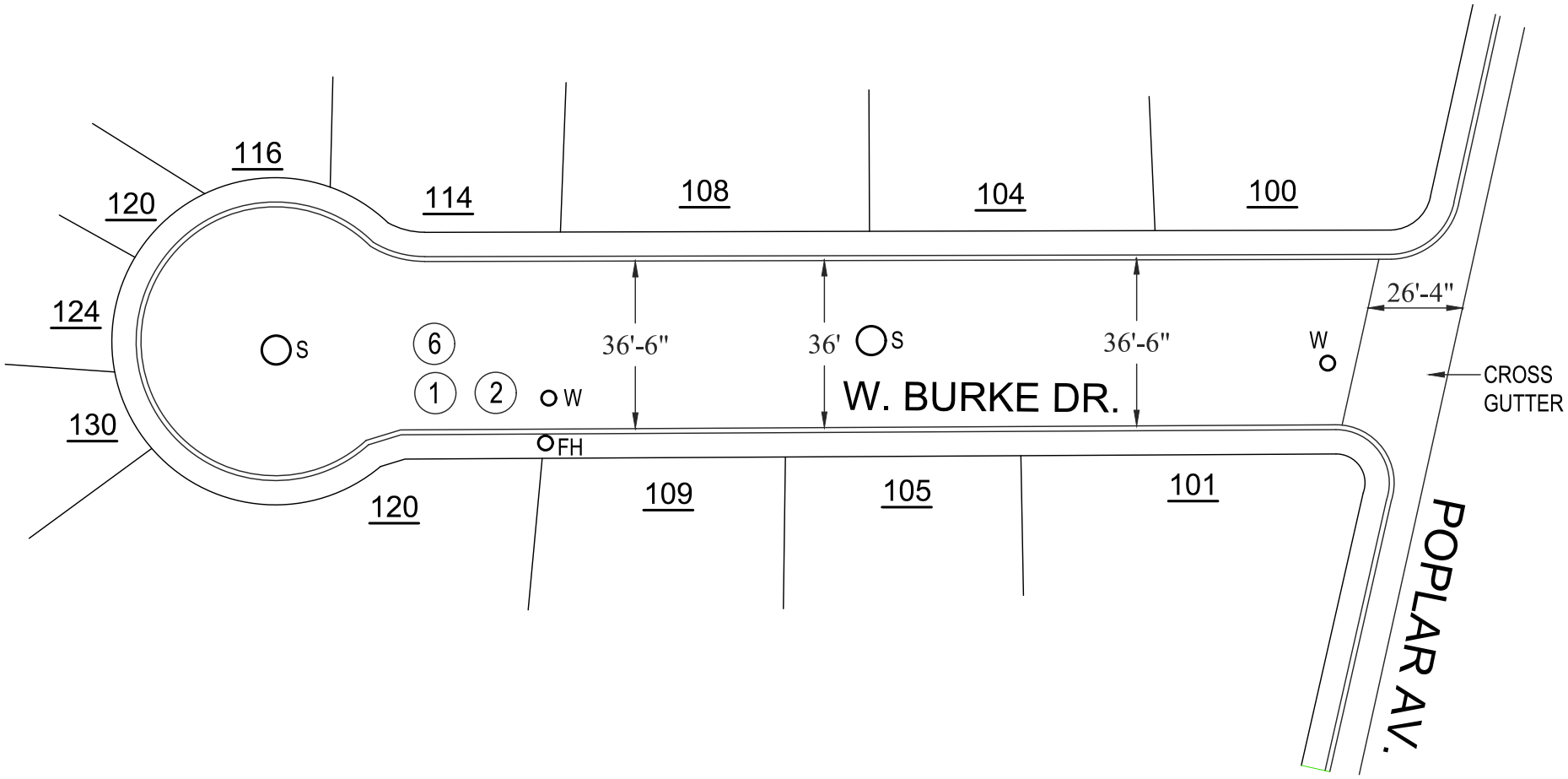
VICINITY MAP
N.T.S.

	STREET	FROM	TO
1	W. BURKE DR.	POPLAR AVE.	END
2	N 6TH ST.	W. OAKMONT DR.	LINCOLN AVE.
3	VIEWCREST	E. OAKMONT DR.	RAYWOOD AVE.
4	N VAIL AVE.	LOMA RD.	WESTMORELAND DR.
5	SAN ANTONIO DR.	N. WILCOX AVE.	20TH ST.
6	VAI SAN DELARRO	BRADSHAWE ST.	WEST CITY LIMITS
7	N 19TH ST.	W. BEVERLY BLVD.	W. MADISON AVE.
8	N. 20TH ST.	W. MADISON AVE.	W. LINCOLN AVE.
9	N. LEONARD ST.	BARR AVE.	DEWAR AVE.
10	FINDLAY AVE.	BEVERLY BLVD.	SOUTH CITY LIMITS
11	N 21ST ST.	W. BEVERLY BLVD.	W. MADISON AVE.
12	N. 7TH ST.	W. LINCOLN AVE.	W. MADISON AVE.
13	E. FREMONT SQ.	POPLAR AVE.	END
14	N.6TH ST.	W. LINCOLN AVE.	W. MADISON AVE.
15	S. 5TH ST.	W. WHITTIER BLVD.	W. OLYMPIC BLVD.
16	S. 2ND ST.	HARDING AVE.	LOS ANGELES AVE.
17	N. GREENWOOD AVE.	W. CLEVELAND AVE.	W. OLYMPIC BLVD.
18	CALIFORNIA AVE.	W. WHITTIER BLVD.	LOS ANGELES AVE.
19	THYNNE ST.	FERGUSON DR.	END
20	JOYCE ST.	FERGUSON DR.	END
21	WORK ST.	FERGUSON DR.	END
22	HORNBY ST.	FERGUSON DR.	END
22b	STORE ST.	FERGUSON DR.	END
22c	THURLOW ST.	FERGUSON DR.	END
23	HEREFORD DR.	PICKERING WAY	S. CONCOURSE AVE.
24	DATE ST.	S. GREENWOOD AVE.	SPRUCE ST.
25	S. SPRUCE ST.	DATE ST.	OAKWOOD ST.
26	OAKWOOD ST.	S. SPRUCE ST.	S. GREENWOOD
27	CAROB WAY	E. WASHINGTON BLVD.	JACMAR DR.
28	S.GREENWOOD AVE.	SYCAMORE ST.	END

CITY OF MONTEBELLO

SB1 2025-26
STREET IMPROVEMENT PROJECT

1



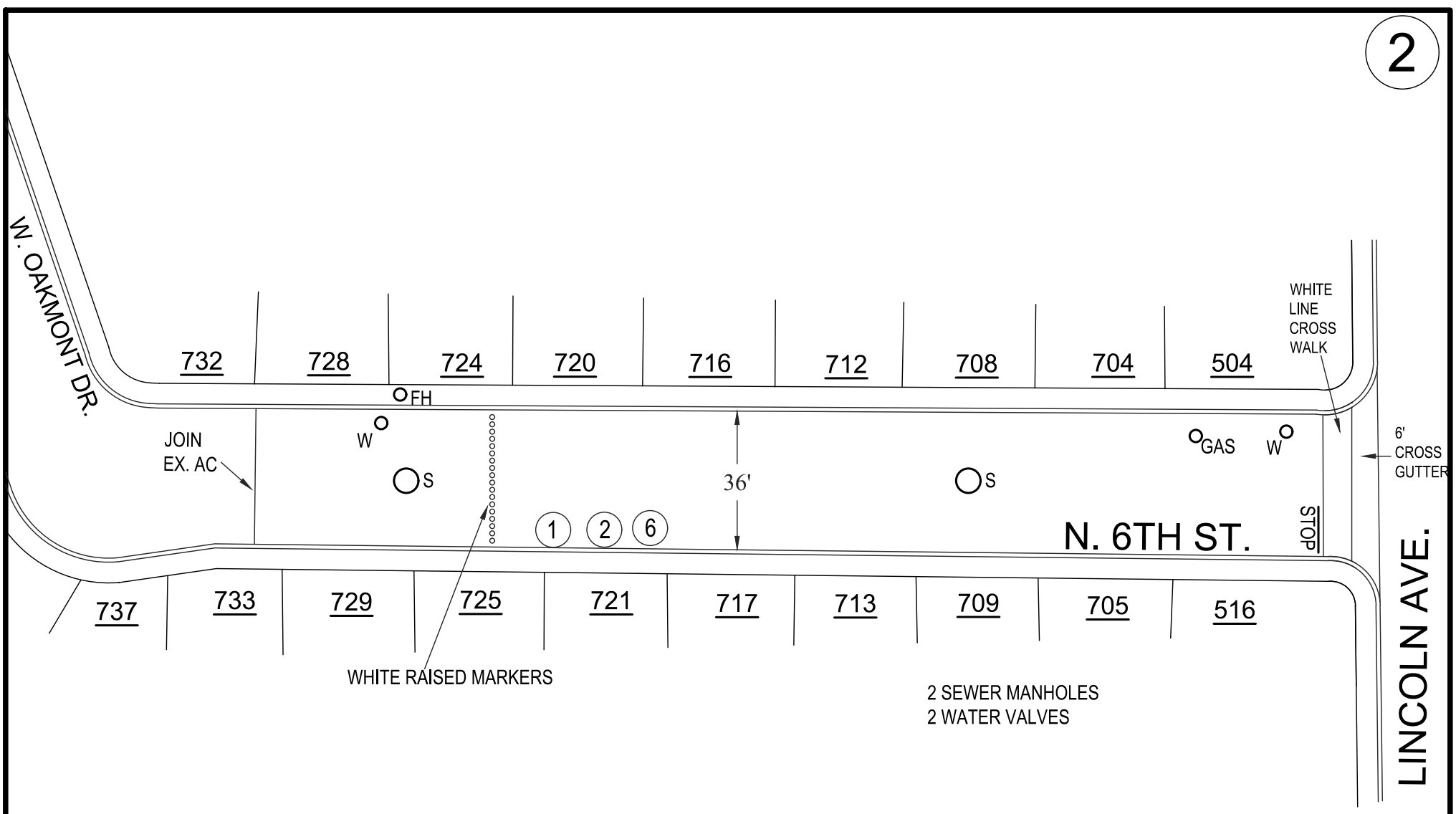
CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
- (W) or (3) Adjust existing water valve cover and frame to finished grade
- (S) or (4) Adjust existing sewer manhole cover and frame to finished grade
- (SD) or (5) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: W. BURKE DR.
FROM: POPLAR AV.
TO: END



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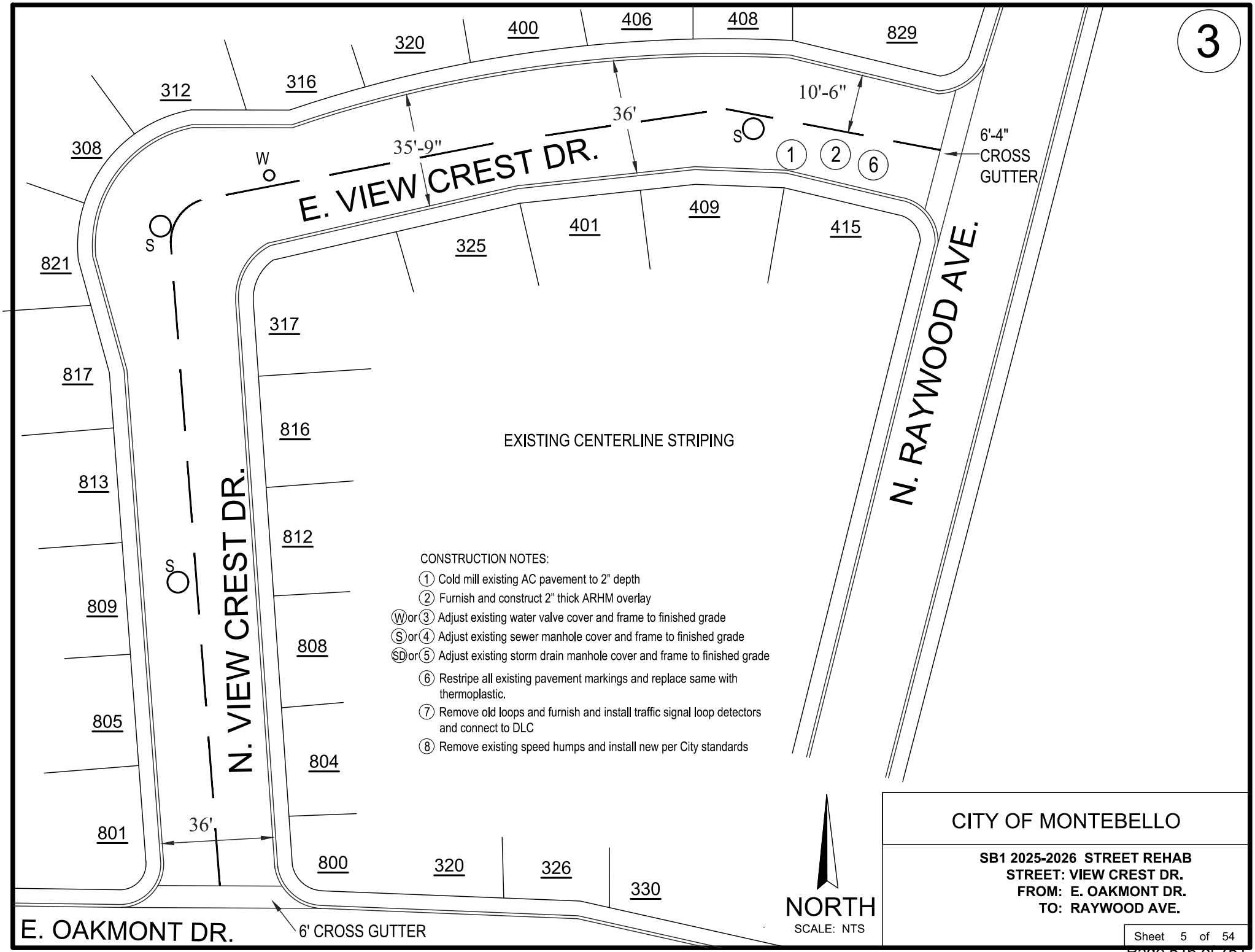
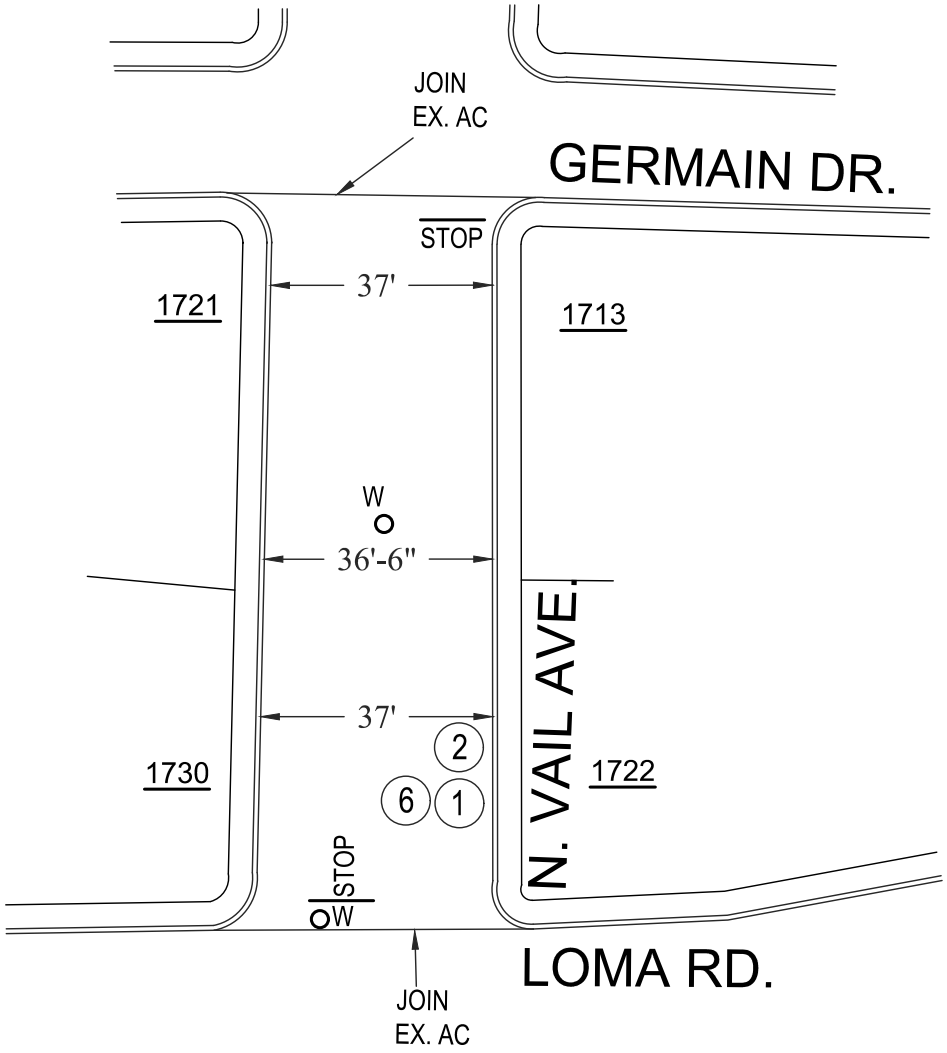
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 6TH ST.
FROM: W. OAKMONT
TO: LINCOLN AVE.


3
E. VIEW CREST DR.
N. VIEW CREST DR.
N. RAYWOOD AVE.
E. OAKMONT DR.
320
400
406
408
829
312
316
308
W
35'-9"
36'
10'-6"
S
1
2
6
6'-4"
CROSS
GUTTER
409
401
415
325
821
317
817
816
813
812
809
808
805
804
801
800
320
326
330
36'
EXISTING CENTERLINE STRIPING
CONSTRUCTION NOTES:
1 Cold mill existing AC pavement to 2" depth
2 Furnish and construct 2" thick ARHM overlay
W or 3 Adjust existing water valve cover and frame to finished grade
S or 4 Adjust existing sewer manhole cover and frame to finished grade
SD or 5 Adjust existing storm drain manhole cover and frame to finished grade
6 Restripe all existing pavement markings and replace same with thermoplastic.
7 Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8 Remove existing speed humps and install new per City standards
6' CROSS GUTTER
NORTH
SCALE: NTS
CITY OF MONTEBELLO
SB1 2025-2026 STREET REHAB
STREET: VIEW CREST DR.
FROM: E. OAKMONT DR.
TO: RAYWOOD AVE.
Sheet 5 of 54

4a



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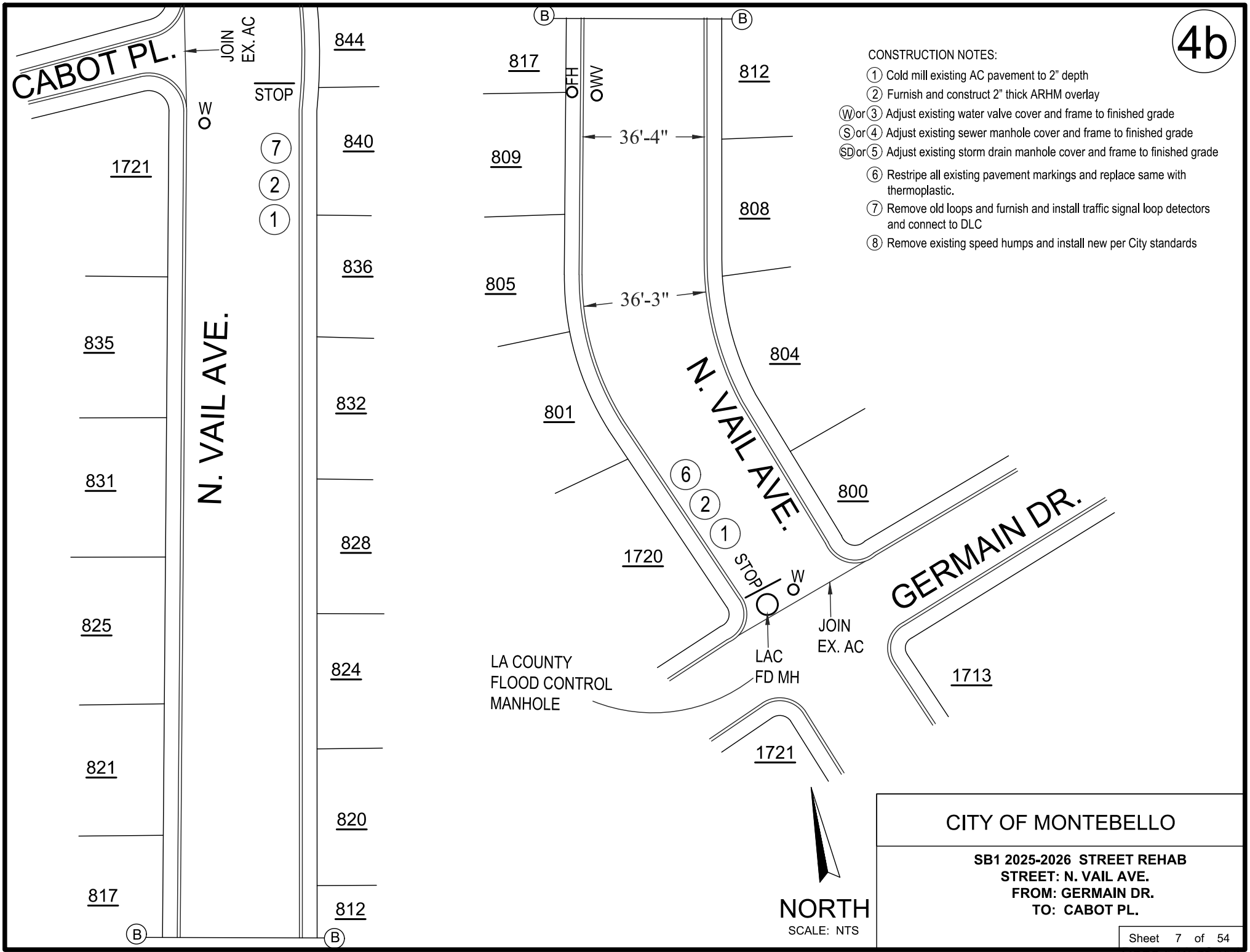
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. VAIL AVE.
FROM: LOMA RD.
TO: GERMAIN DR.


4b
CABOT PL.
JOIN EX. AC
STOP
W
844
840
836
832
828
824
820
812
1721
835
831
825
821
817
7
2
1
N. VAIL AVE.
B
B
817
812
809
808
805
804
801
800
1720
1721
1713
OFH
OWV
36'-4"
36'-3"
6
2
1
STOP
W
LAC
FD MH
JOIN
EX. AC
GERMAIN DR.
LA COUNTY
FLOOD CONTROL
MANHOLE
CONSTRUCTION NOTES:
1 Cold mill existing AC pavement to 2" depth
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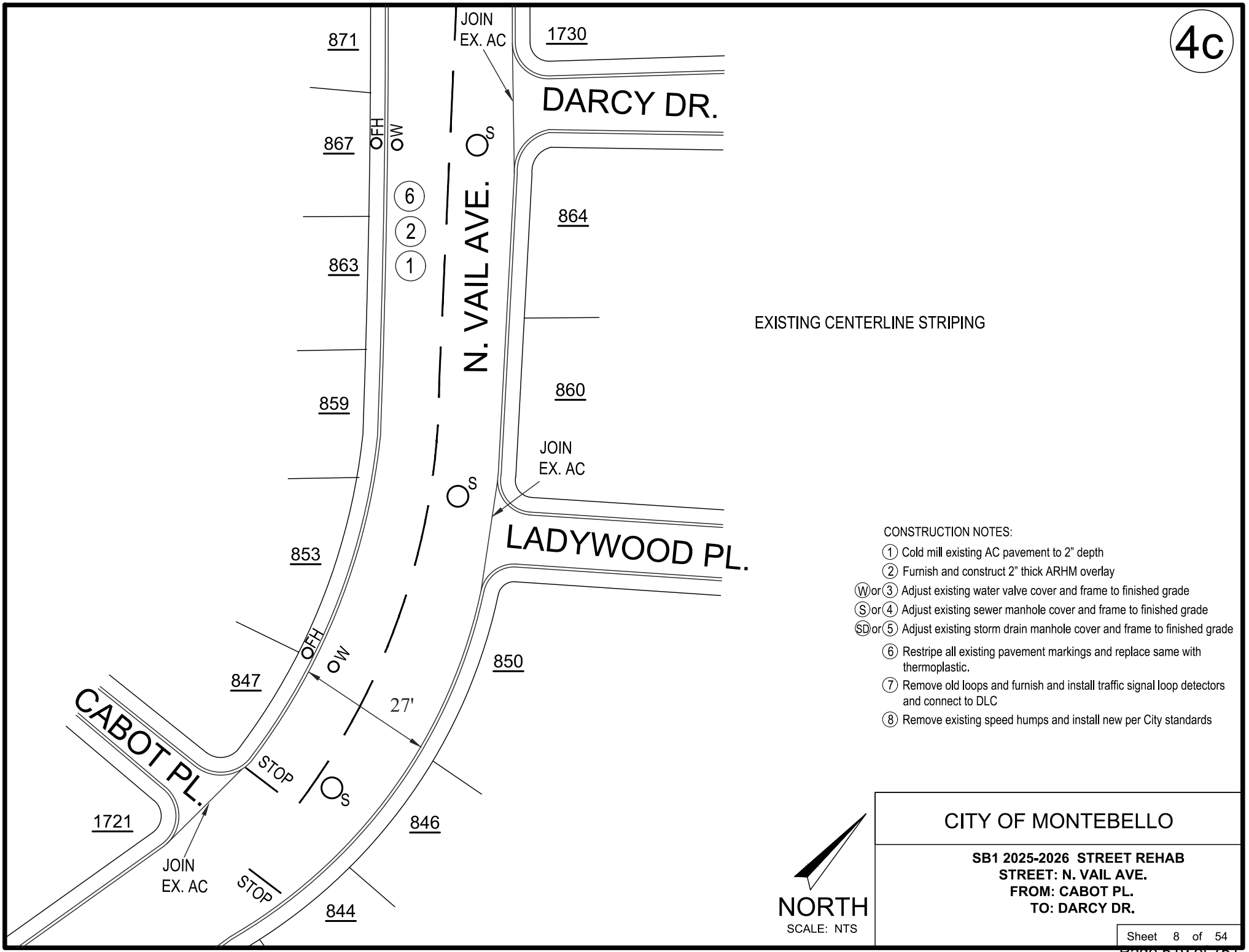
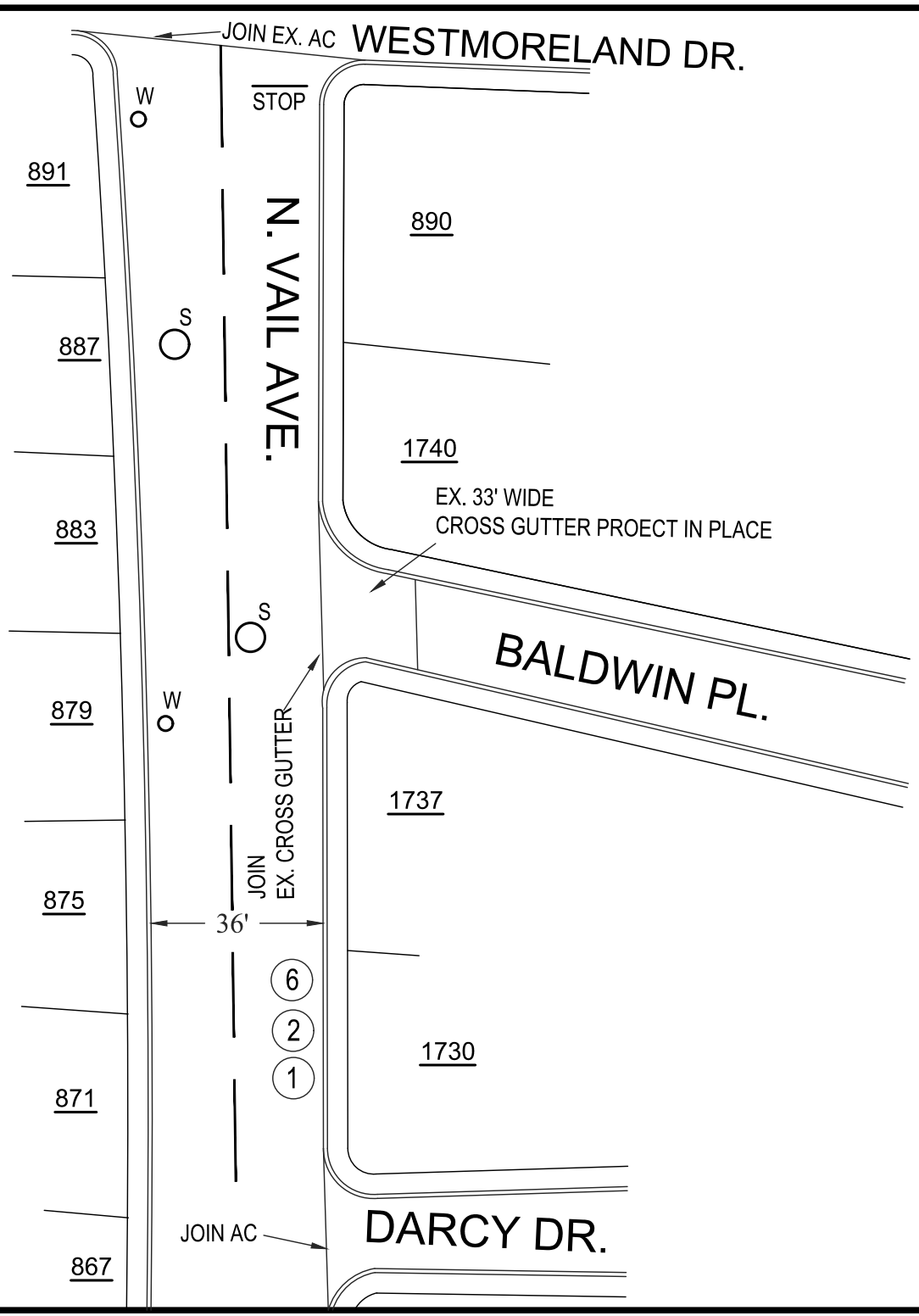
W or 3 Adjust existing water valve cover and frame to finished grade
S or 4 Adjust existing sewer manhole cover and frame to finished grade
SD or 5 Adjust existing storm drain manhole cover and frame to finished grade
6 Restripe all existing pavement markings and replace same with thermoplastic.
7 Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8 Remove existing speed humps and install new per City standards
NORTH
SCALE: NTS
CITY OF MONTEBELLO
SB1 2025-2026 STREET REHAB
STREET: N. VAIL AVE.
FROM: GERMAIN DR.
TO: CABOT PL.
Sheet 7 of 54


4c
871
JOIN
EX. AC
1730
DARCY DR.
867
OFH
OW
6
2
1
N. VAIL AVE.
OS
864
863
EXISTING CENTERLINE STRIPING
860
859
JOIN
EX. AC
OS
LADYWOOD PL.
853
OFH
OW
27'
850
847
CABOT PL.
STOP
OS
1721
846
JOIN
EX. AC
STOP
844
CONSTRUCTION NOTES:
1 Cold mill existing AC pavement to 2" depth
2 Furnish and construct 2" thick ARHM overlay
Wor3 Adjust existing water valve cover and frame to finished grade
Sor4 Adjust existing sewer manhole cover and frame to finished grade
SDor5 Adjust existing storm drain manhole cover and frame to finished grade
6 Restripe all existing pavement markings and replace same with thermoplastic.
7 Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8 Remove existing speed humps and install new per City standards
NORTH
SCALE: NTS
CITY OF MONTEBELLO
SB1 2025-2026 STREET REHAB
STREET: N. VAIL AVE.
FROM: CABOT PL.
TO: DARCY DR.
Sheet 8 of 54



4d

CONSTRUCTION NOTES:

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2. Furnish and construct 2" thick ARHM overlay
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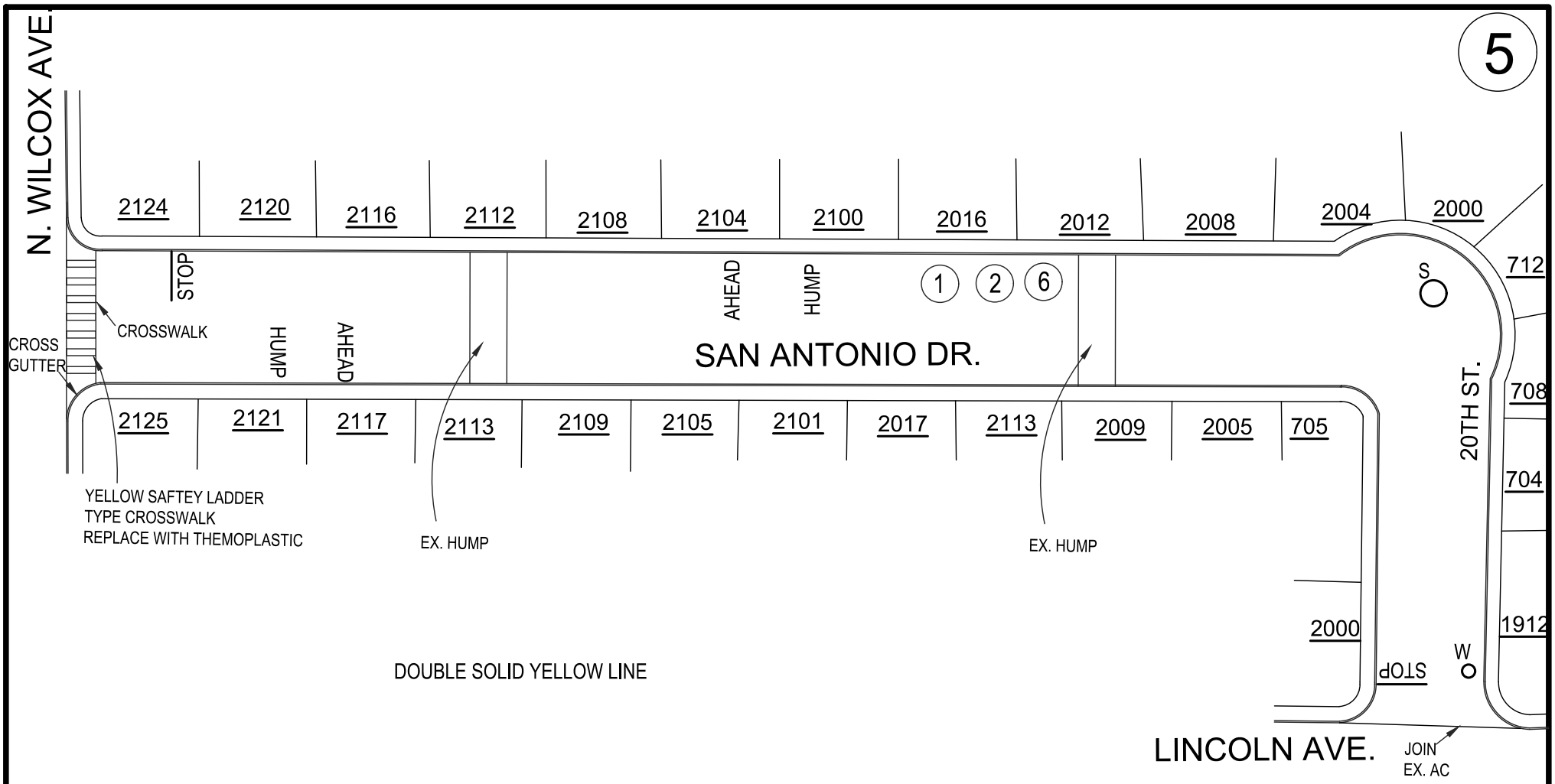
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. VAIL AVE.
FROM: DARCY DR.
TO: WESTMORELAND DR.



CONSTRUCTION NOTES:

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6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

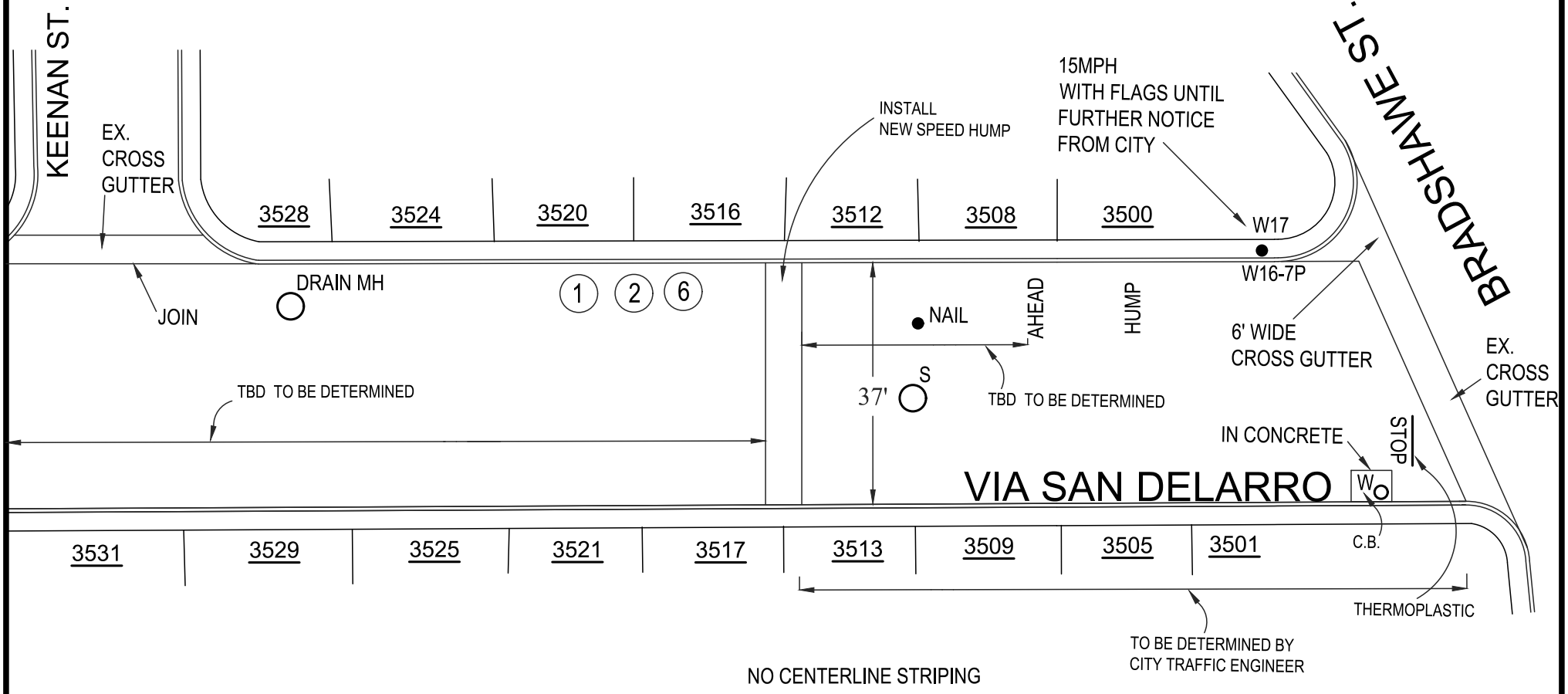
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: SAN ANTONIO DR.
FROM: N. WILCOX AVE.
TO: AND 20TH ST. FROM LINCOLN AVE. TO SAN ANTONIO DR.

37'

6a



NOTE:
CONTRACTOR TO FURNISH POSTED SIGNS & POSTS
ON VIA SAN DELARRO BETWEEN BRADSHAWE & SIMMONS
FOR 2 NEW SPEED HUMPS

CONSTRUCTION NOTES:

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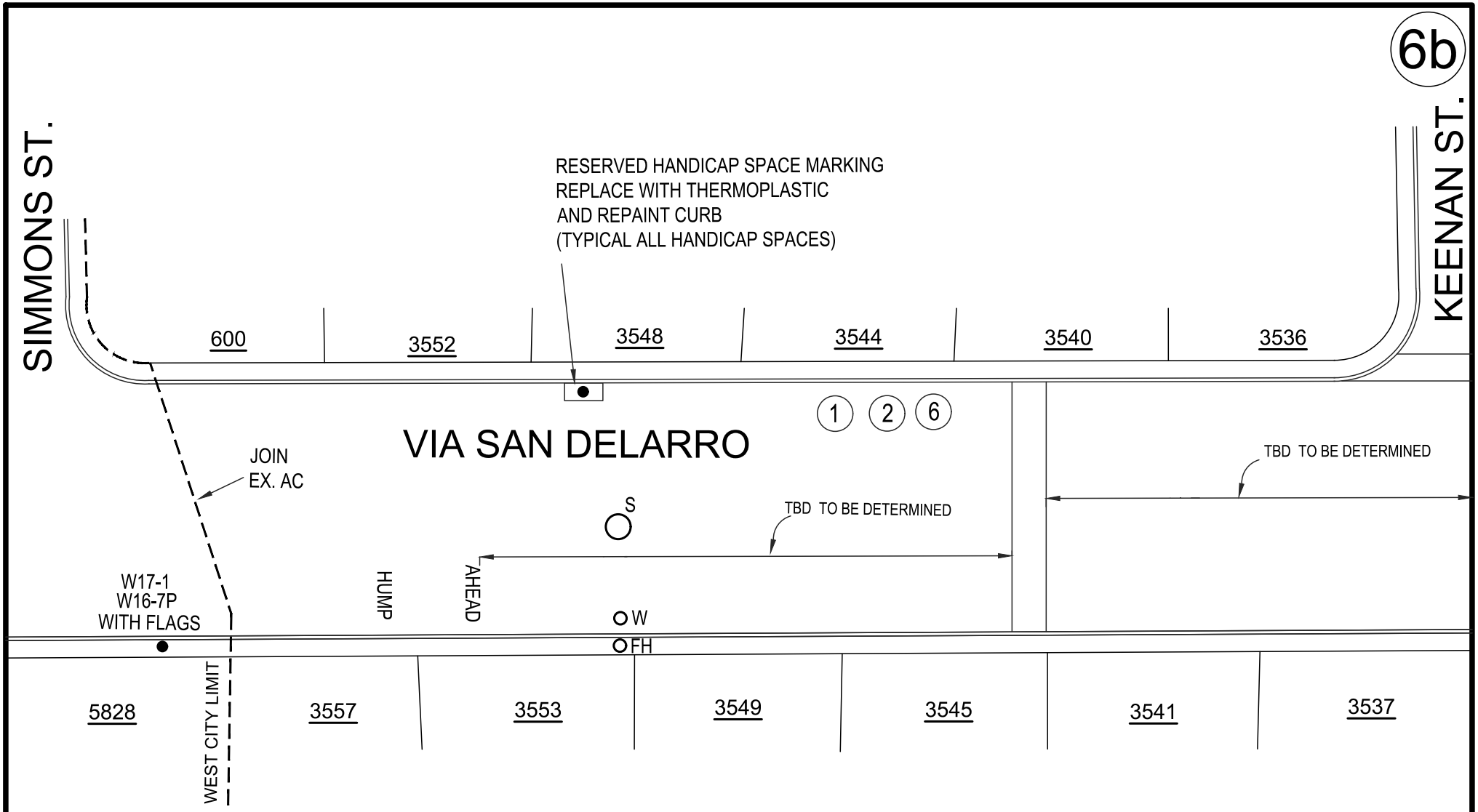
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: VIA SAN DELARRO
FROM: BRADSHAWE ST.
TO: KEENAN ST.

6b



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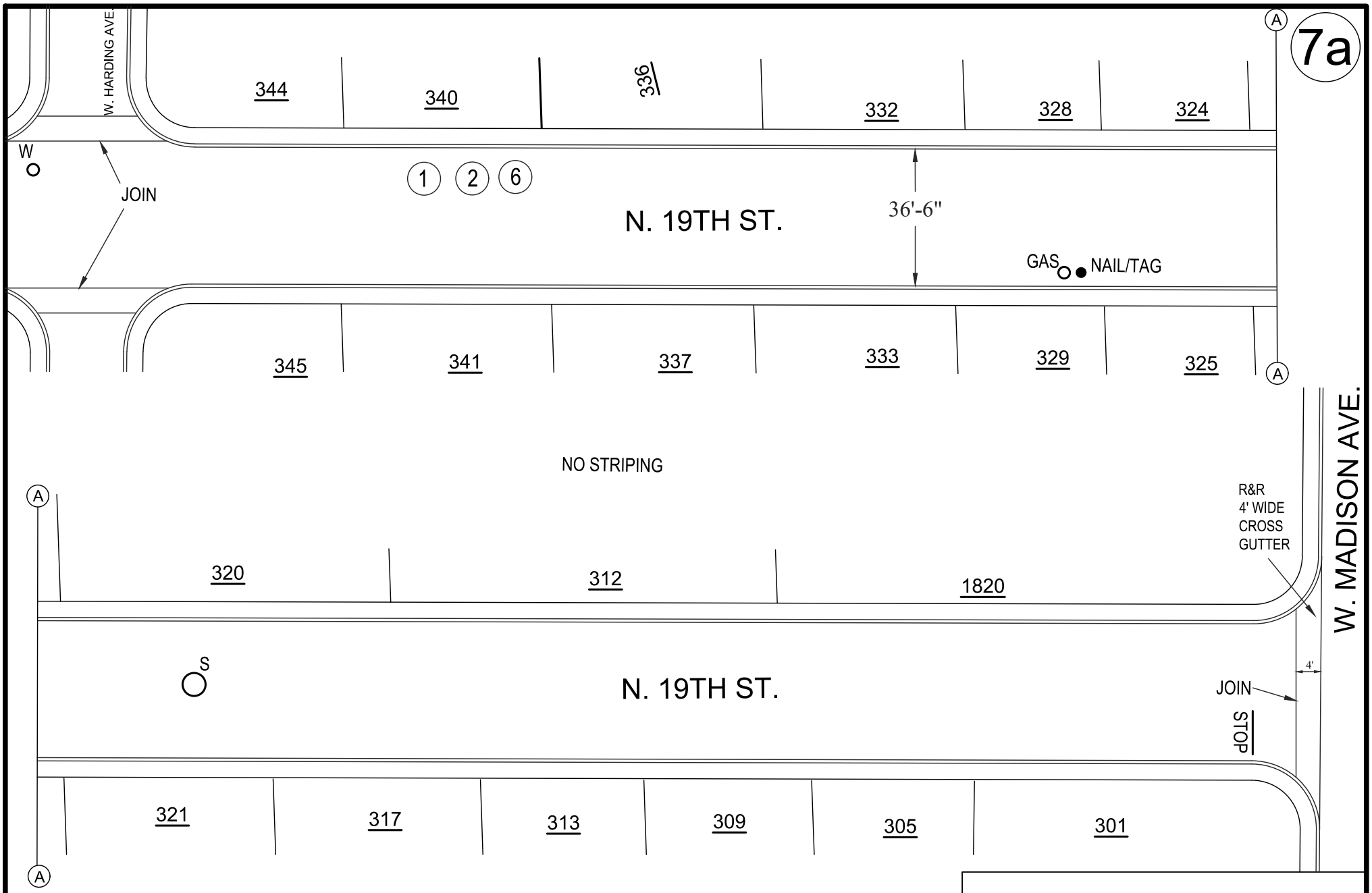
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: VIA SAN DELARRO
FROM: KEENAN ST.
TO: WEST CITY LIMITS



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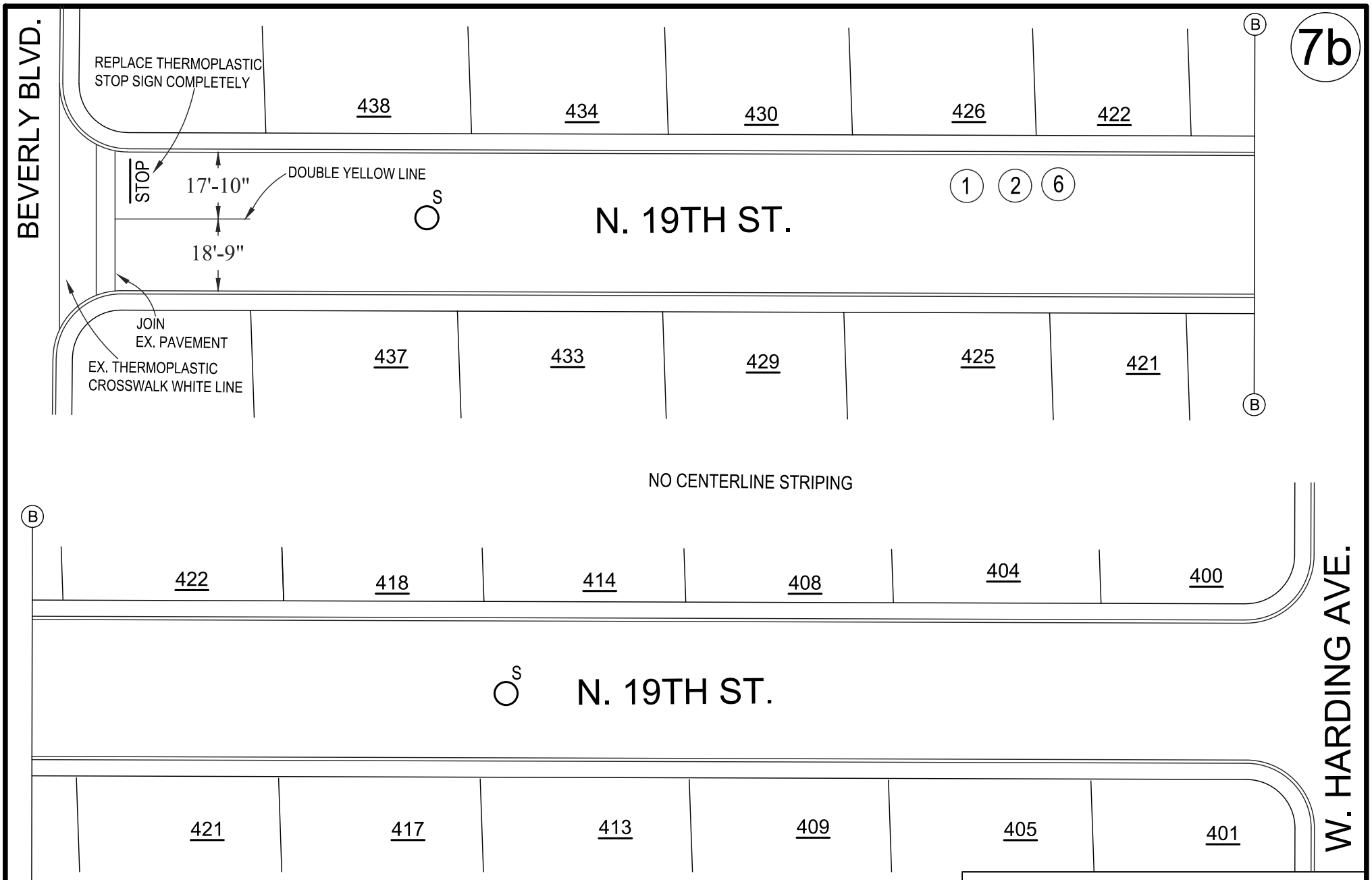
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 19TH ST.
FROM: W. HARDING AVE.
TO: W. MADISON AVE.



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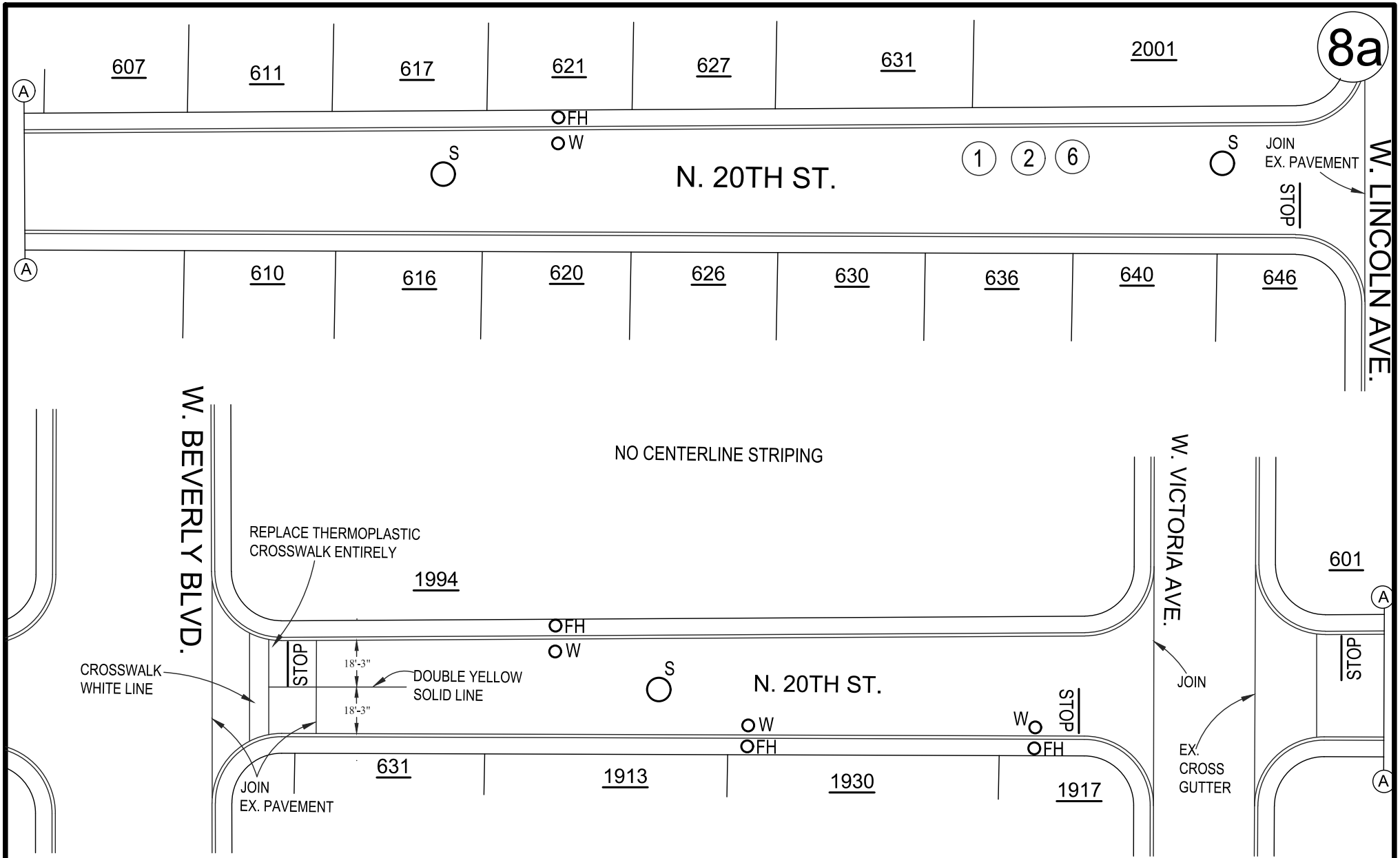
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 19TH ST.
FROM: W. BEVERLEY BLVD.
TO: W. HARDING AVE.



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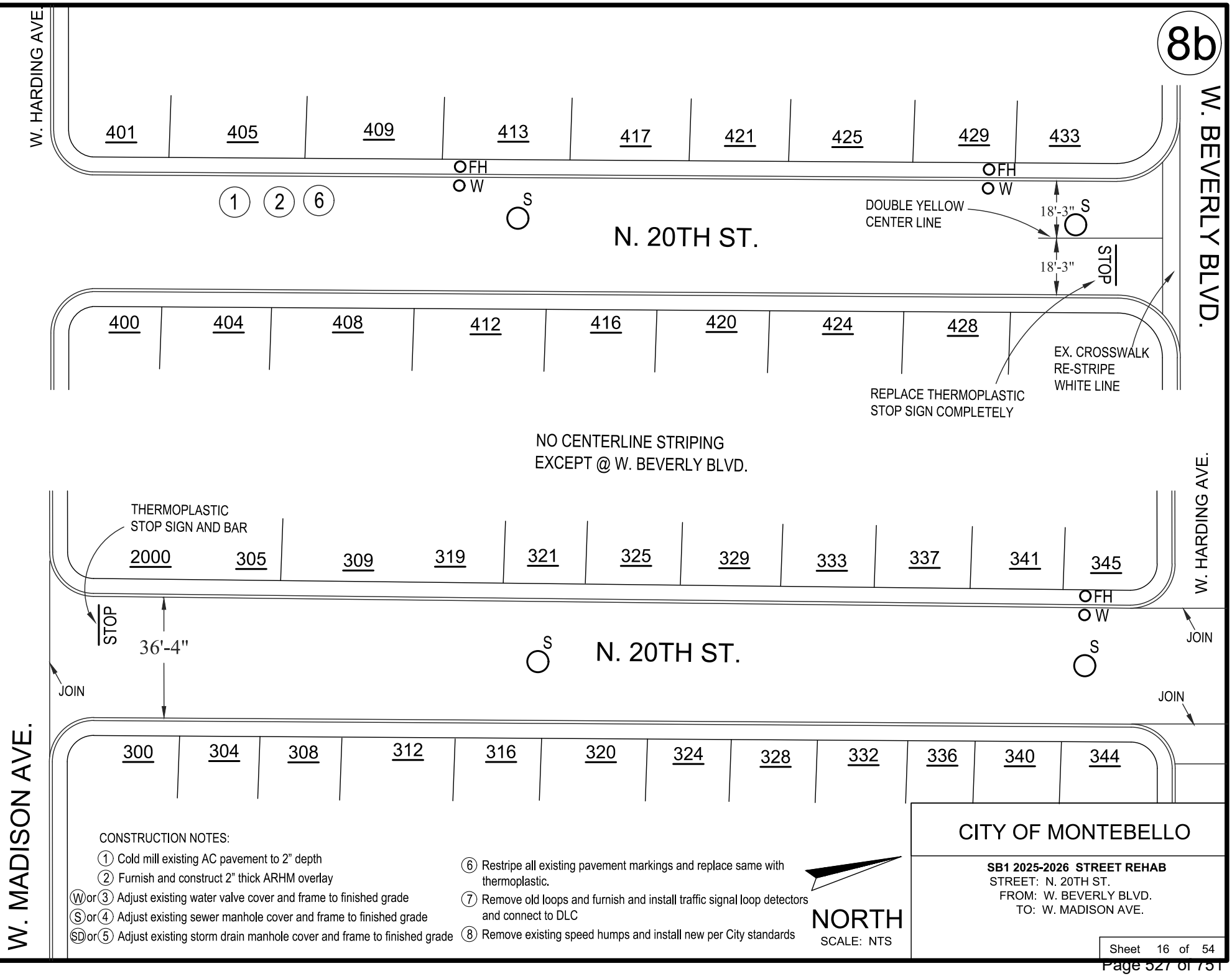
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 20TH ST.
FROM: W. BEVERLY BLVD.
TO: W. LINCOLN AVE.



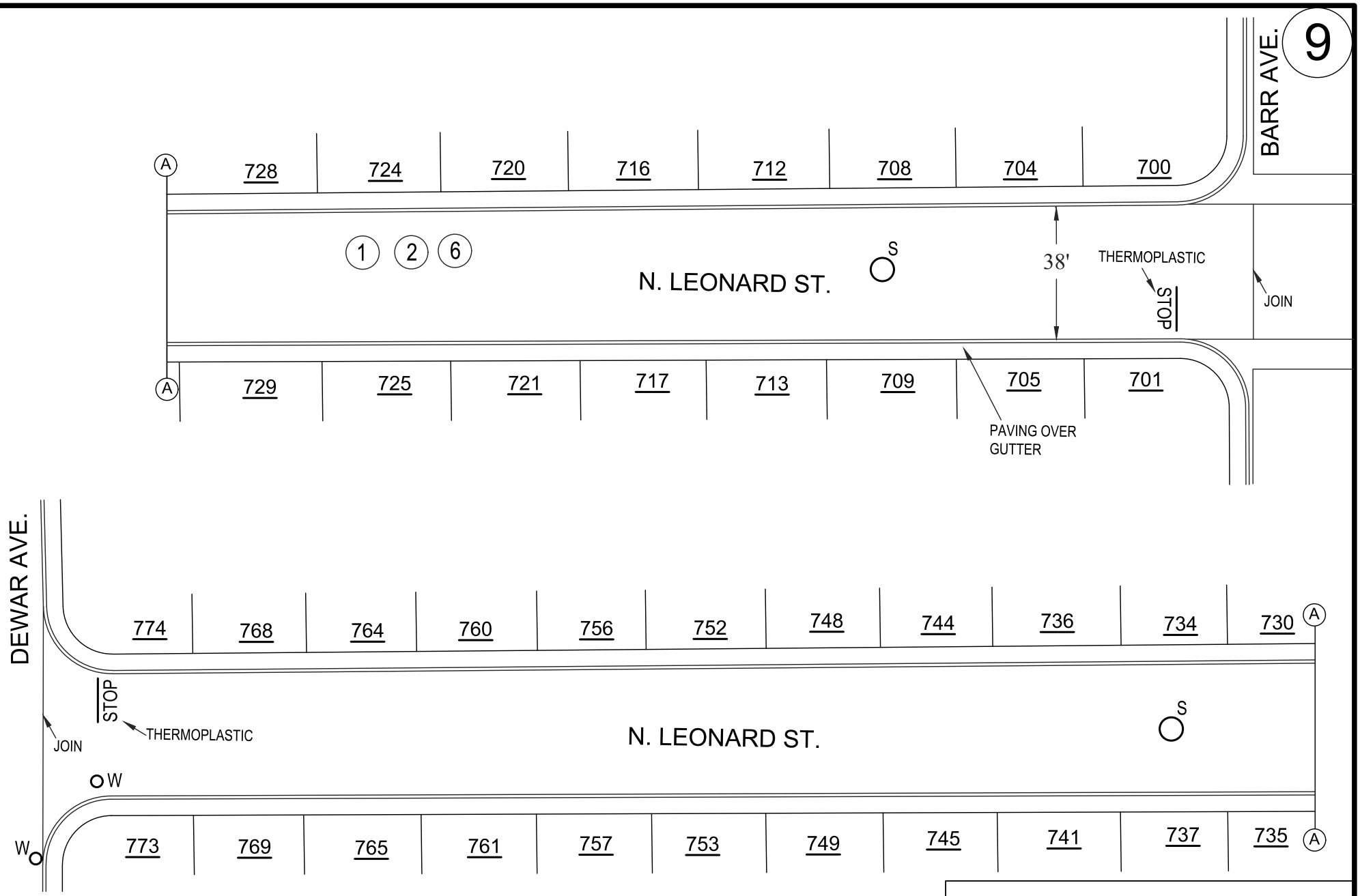
CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 20TH ST.
FROM: W. BEVERLY BLVD.
TO: W. MADISON AVE.



CONSTRUCTION NOTES:

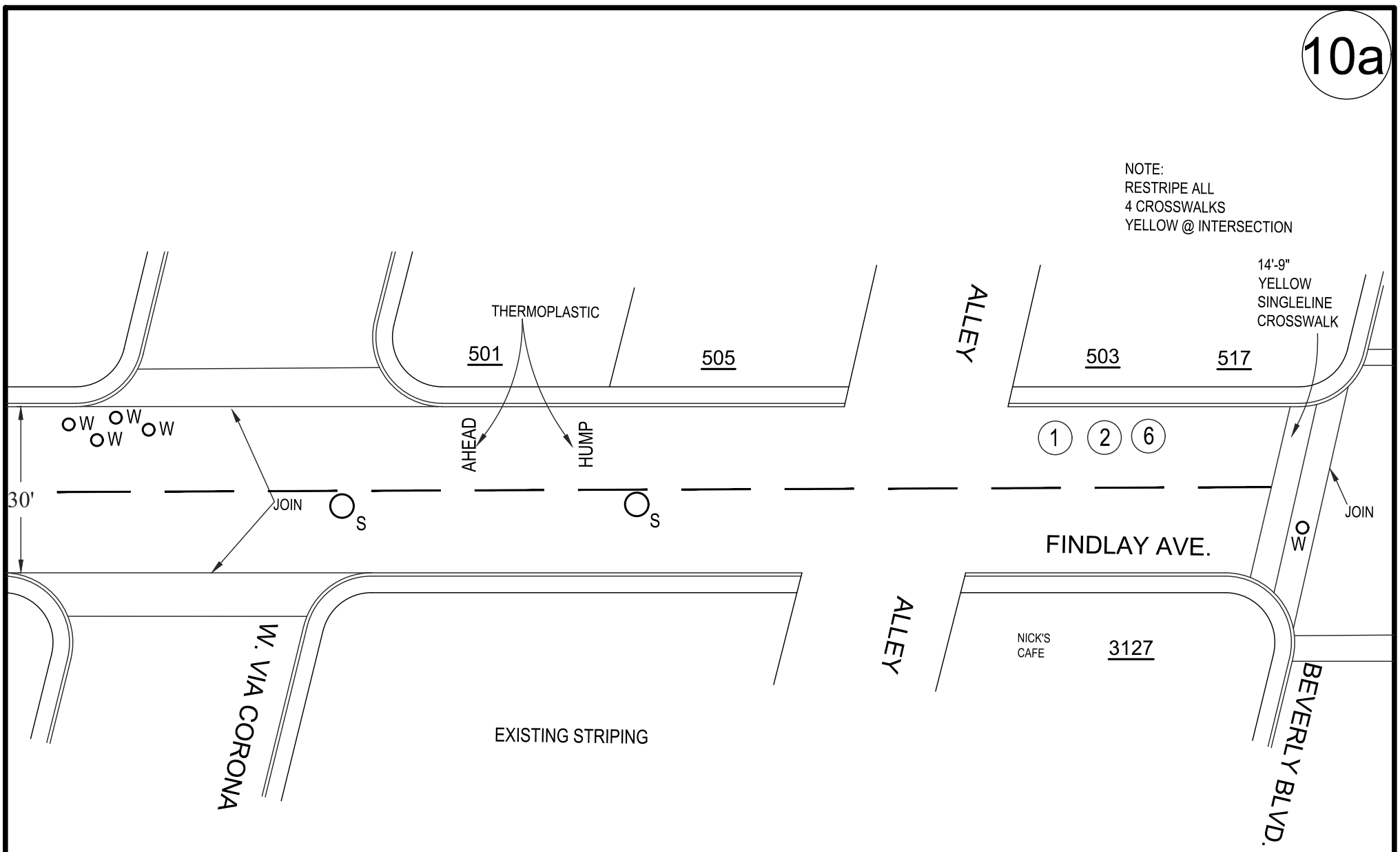
1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. LEONARD ST.
FROM: BARR AVE.
TO: DEWAR AVE.

10a



CONSTRUCTION NOTES:

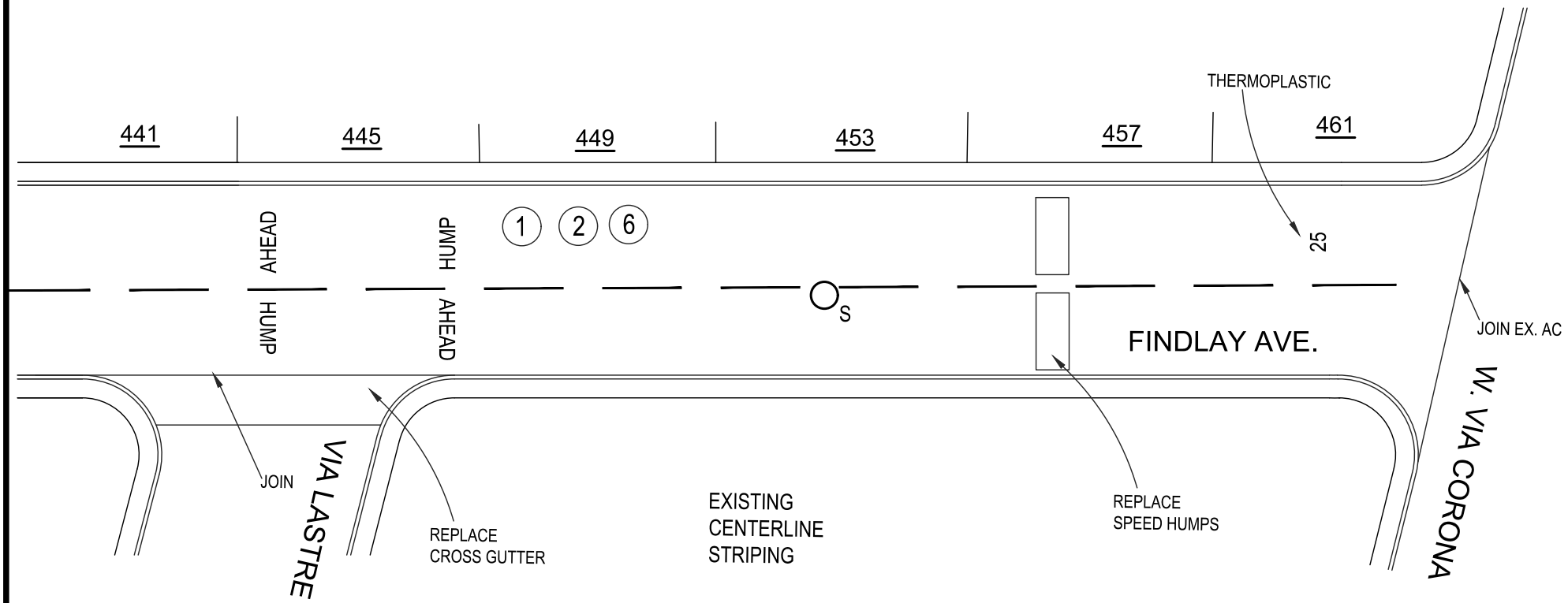
1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: FINDLAY AVE.
FROM: BEVERLEY BLVD.
TO: W. VIA CORONA

10b



CONSTRUCTION NOTES:

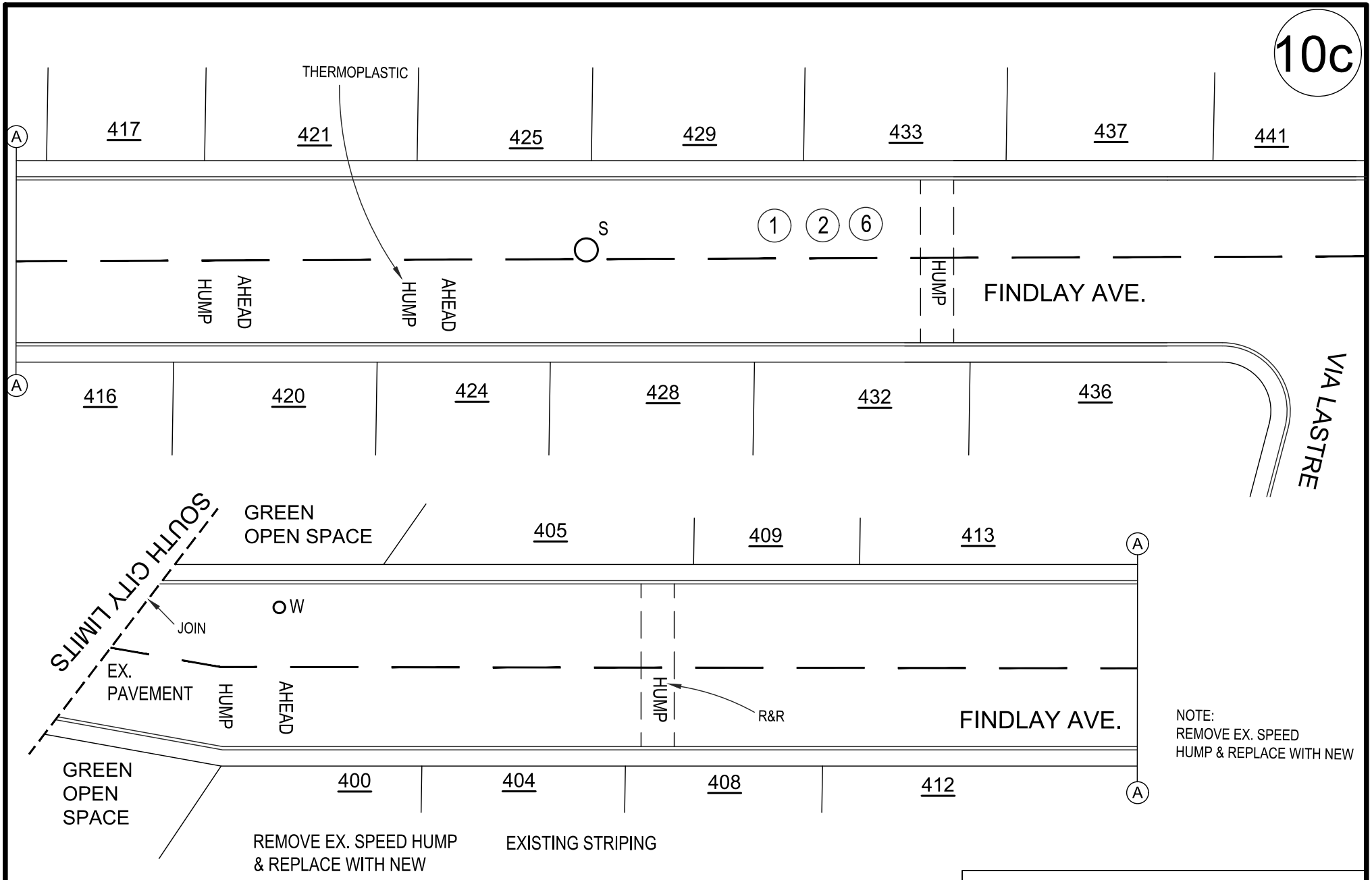
1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: FINDLAY AVE.
FROM: W. VIA CORONA
TO: VIA LASTRE

10c



NOTE:
REMOVE EX. SPEED
HUMP & REPLACE WITH NEW

CONSTRUCTION NOTES:

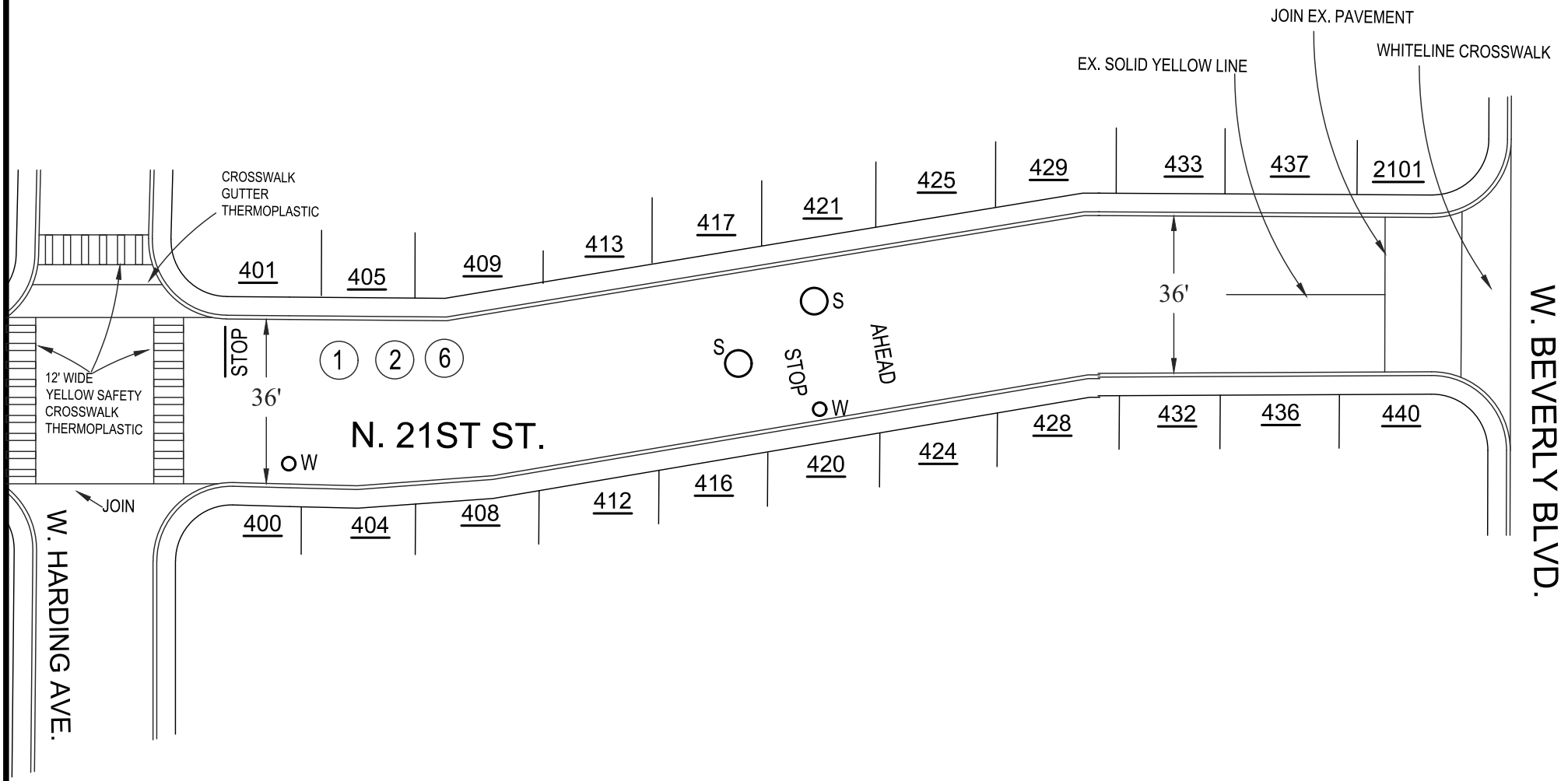
1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) or Adjust existing water valve cover and frame to finished grade
4. (S) or Adjust existing sewer manhole cover and frame to finished grade
5. (SD) or Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: FINDLAY AVE.
FROM: VIA LASTRE.
TO: SOUTH CITY LIMITS

11a



CONSTRUCTION NOTES:

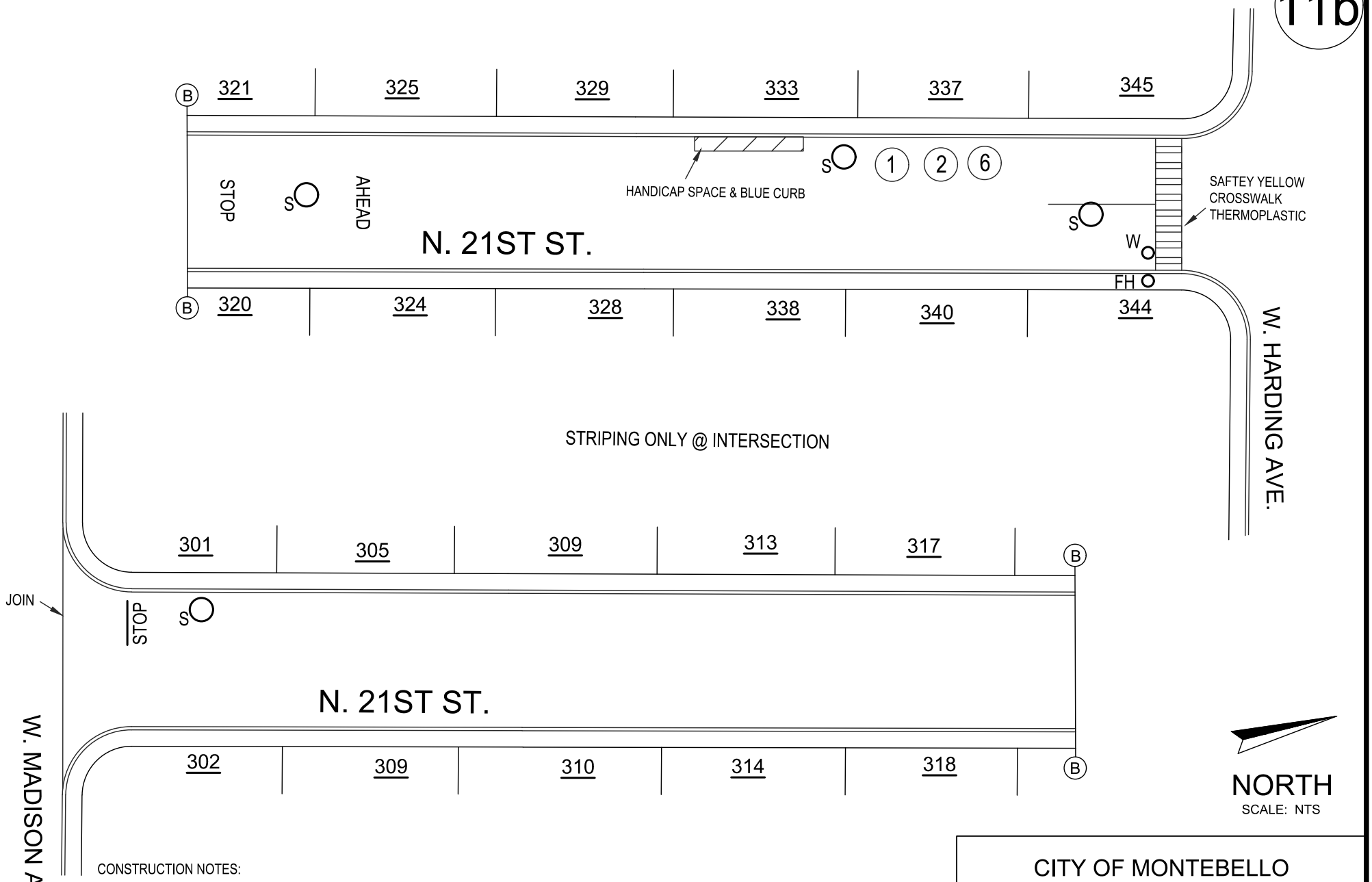
1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 21ST ST.
FROM: W. BEVERLY BLVD.
TO: W. HARDING AVE.

11b

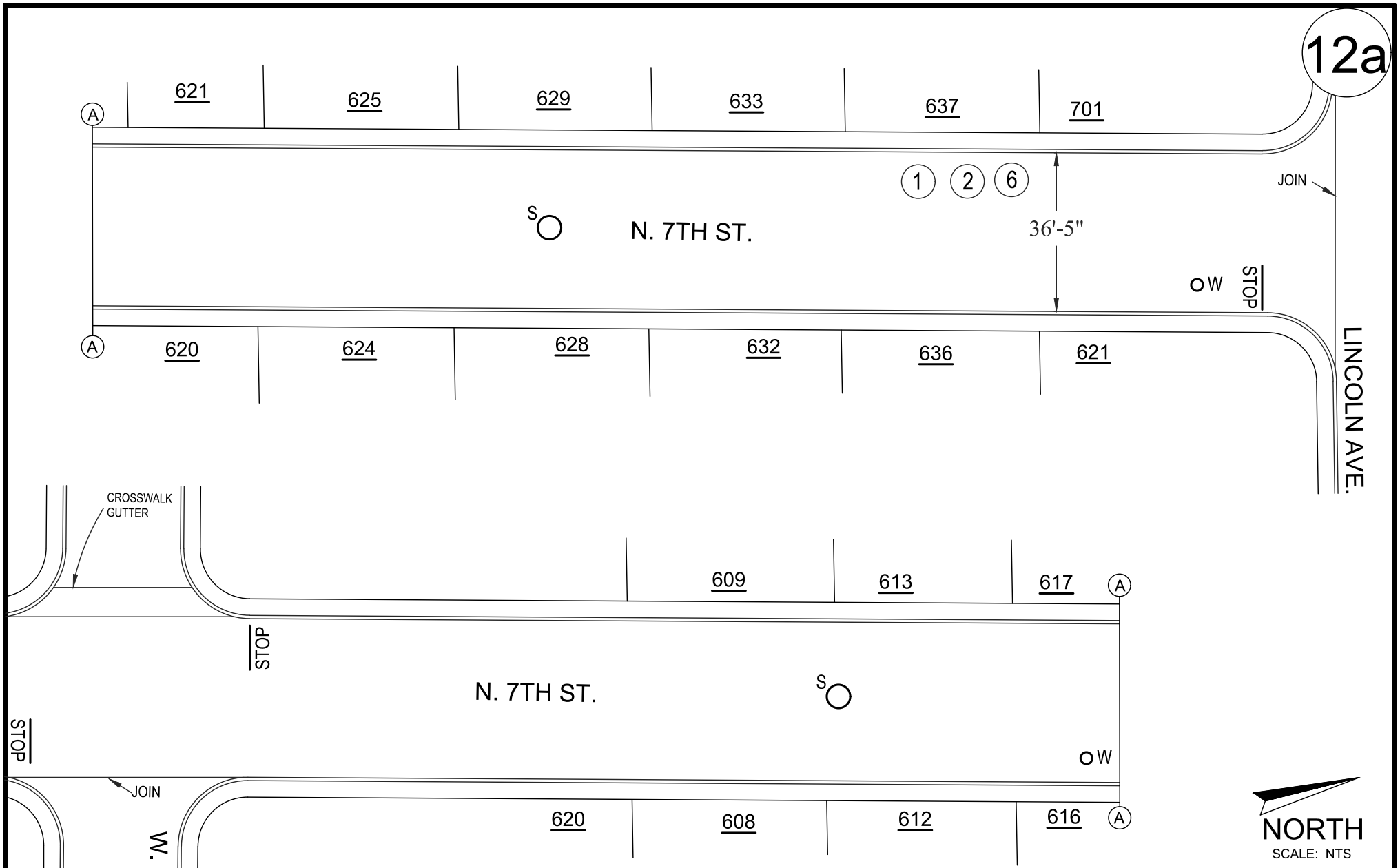


CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

CITY OF MONTEBELLO

SBI 2025-2026 STREET REHAB
STREET: N. 21ST ST.
FROM: W. HARDING AVE.
TO: W. MADISON AVE.

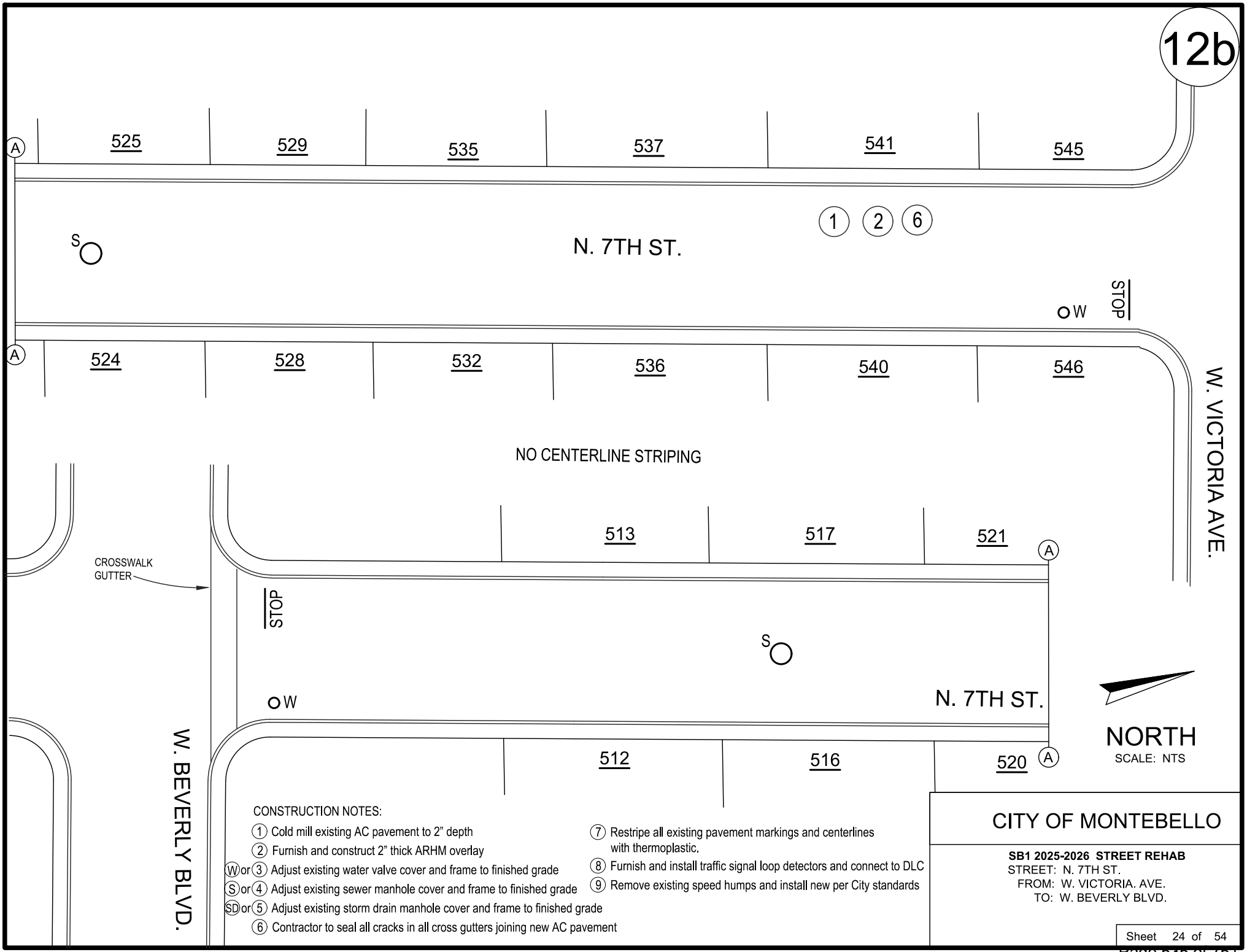


CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 7TH ST.
FROM: W. LINCOLN. AVE.
TO: W. VICTORIA AVE.



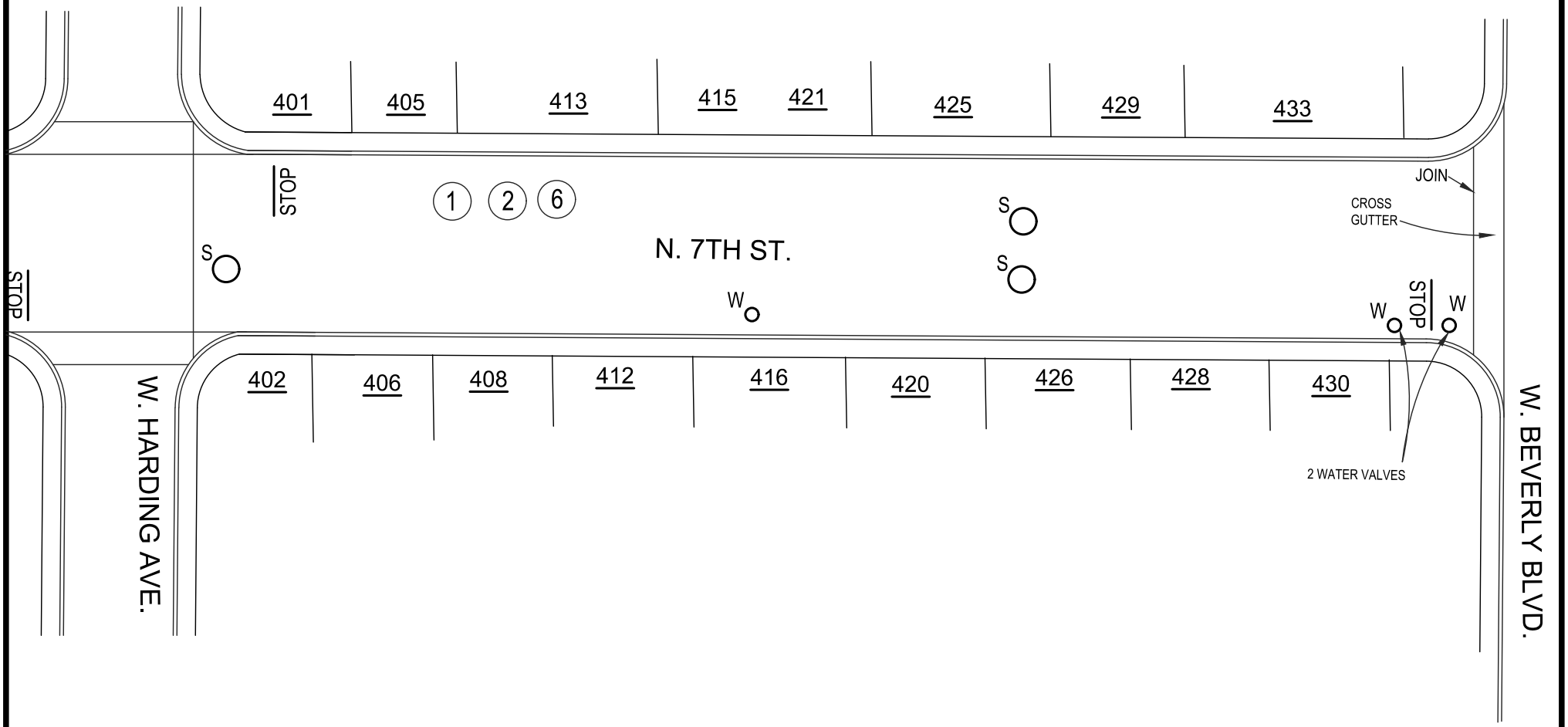
CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Contractor to seal all cracks in all cross gutters joining new AC pavement
7. Restripe all existing pavement markings and centerlines with thermoplastic.
8. Furnish and install traffic signal loop detectors and connect to DLC
9. Remove existing speed humps and install new per City standards

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 7TH ST.
FROM: W. VICTORIA. AVE.
TO: W. BEVERLY BLVD.

12c



CONSTRUCTION NOTES:

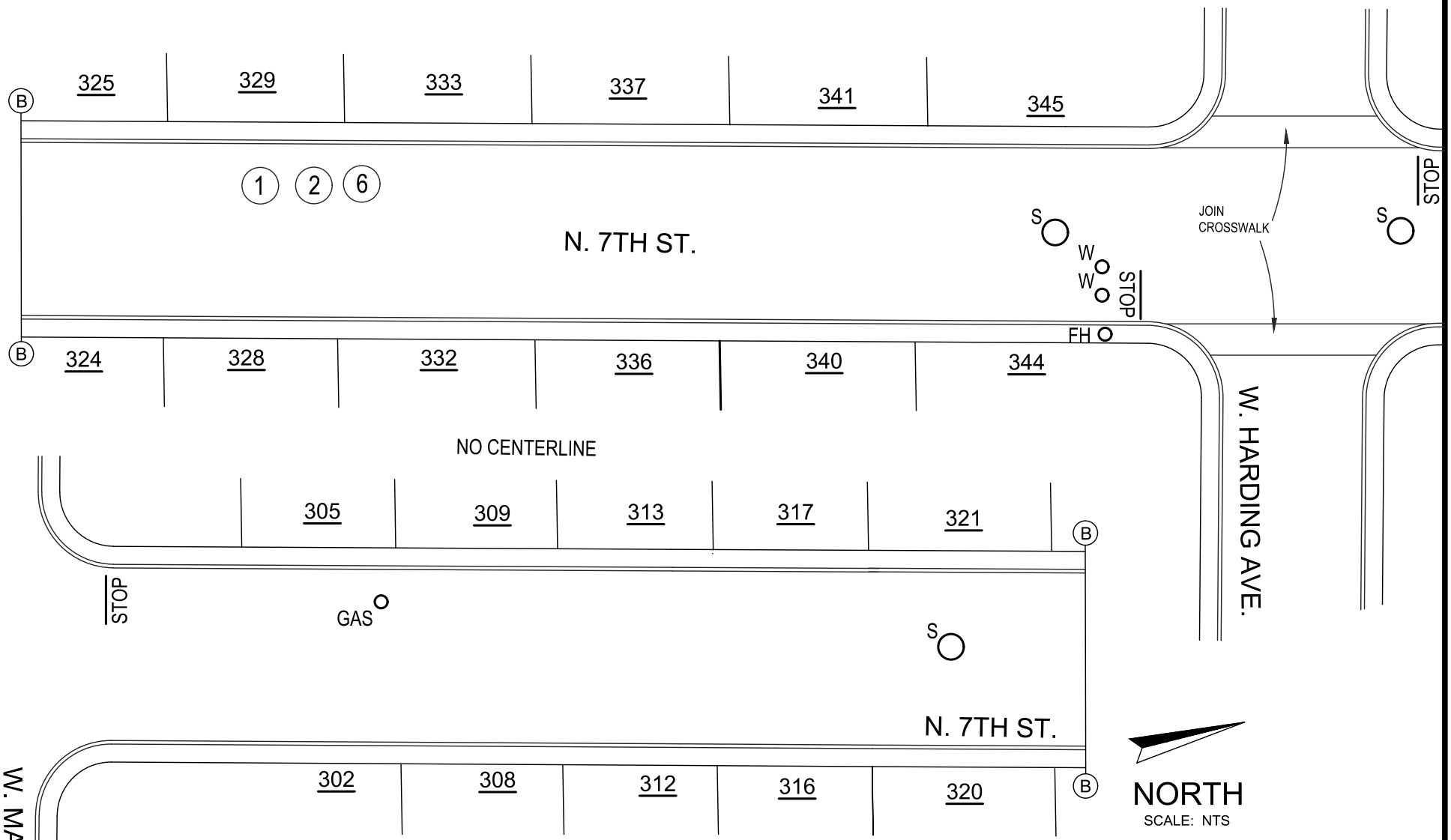
(1) Cold mill existing AC pavement to 2" depth
(2) Furnish and construct 2" thick ARHM overlay
(W)or(3) Adjust existing water valve cover and frame to finished grade
(S)or(4) Adjust existing sewer manhole cover and frame to finished grade
(SD)or(5) Adjust existing storm drain manhole cover and frame to finished grade
(6) Restripe all existing pavement markings and replace same with thermoplastic.
(7) Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
(8) Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 7TH ST.
FROM: W. BEVERLY BLVD.
TO: W. HARDING AVE.

12d



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
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3. (W) Adjust existing water valve cover and frame to finished grade
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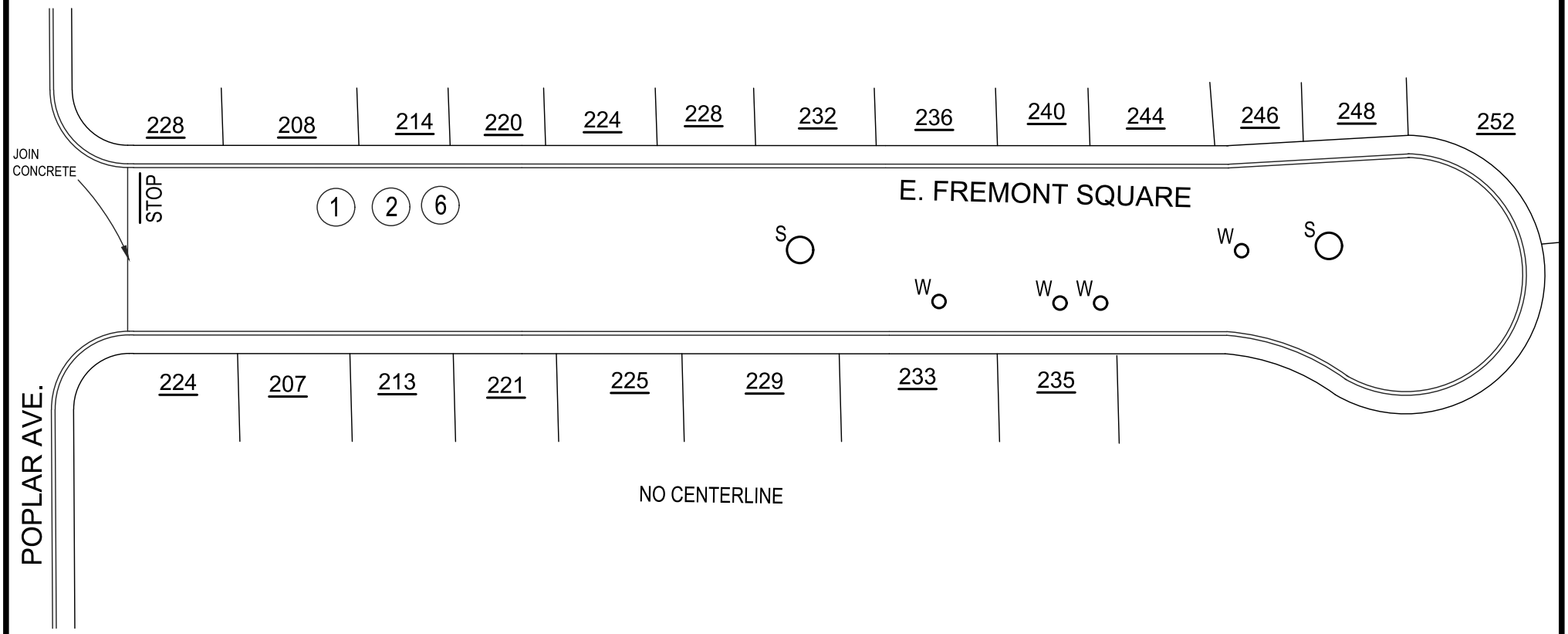
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 7TH ST.
FROM: W. HARDING AVE.
TO: W. MADISON AVE.

13



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) or (3) Adjust existing water valve cover and frame to finished grade
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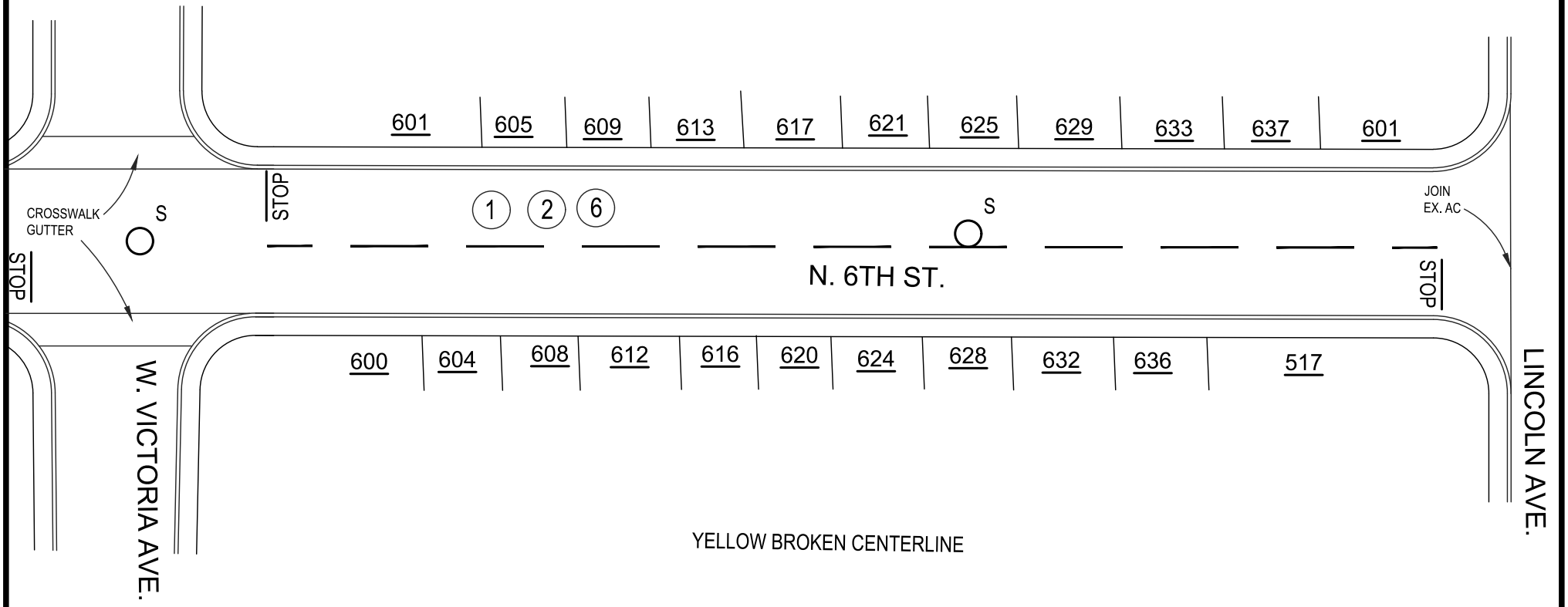
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: E. FREMONT SQ.
FROM: POPLAR AVE.
TO: END

14a



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
- W or 3. Adjust existing water valve cover and frame to finished grade
- S or 4. Adjust existing sewer manhole cover and frame to finished grade
- SD or 5. Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

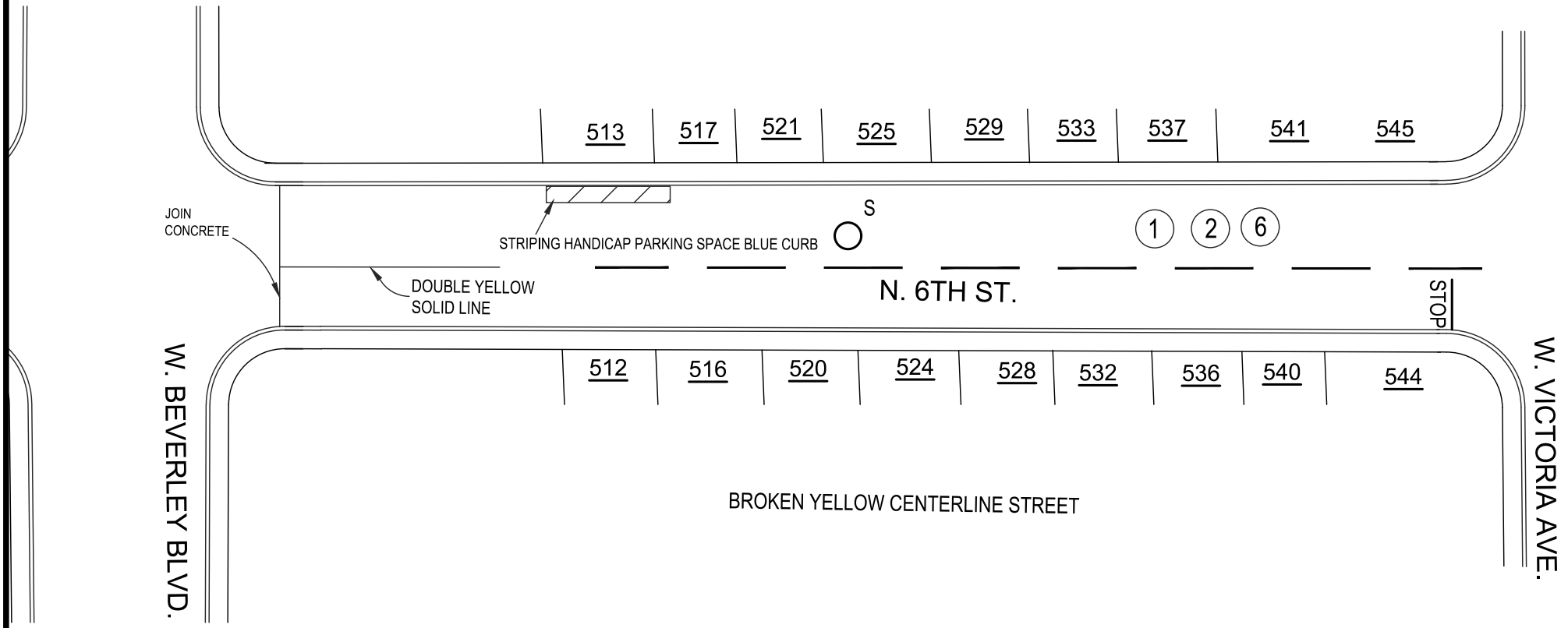
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 6TH ST.
FROM: W. LINCOLN. AVE.
TO: W. VICTORIA AVE.

Sheet 28 of 54

14b



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
- (W) or 3. Adjust existing water valve cover and frame to finished grade
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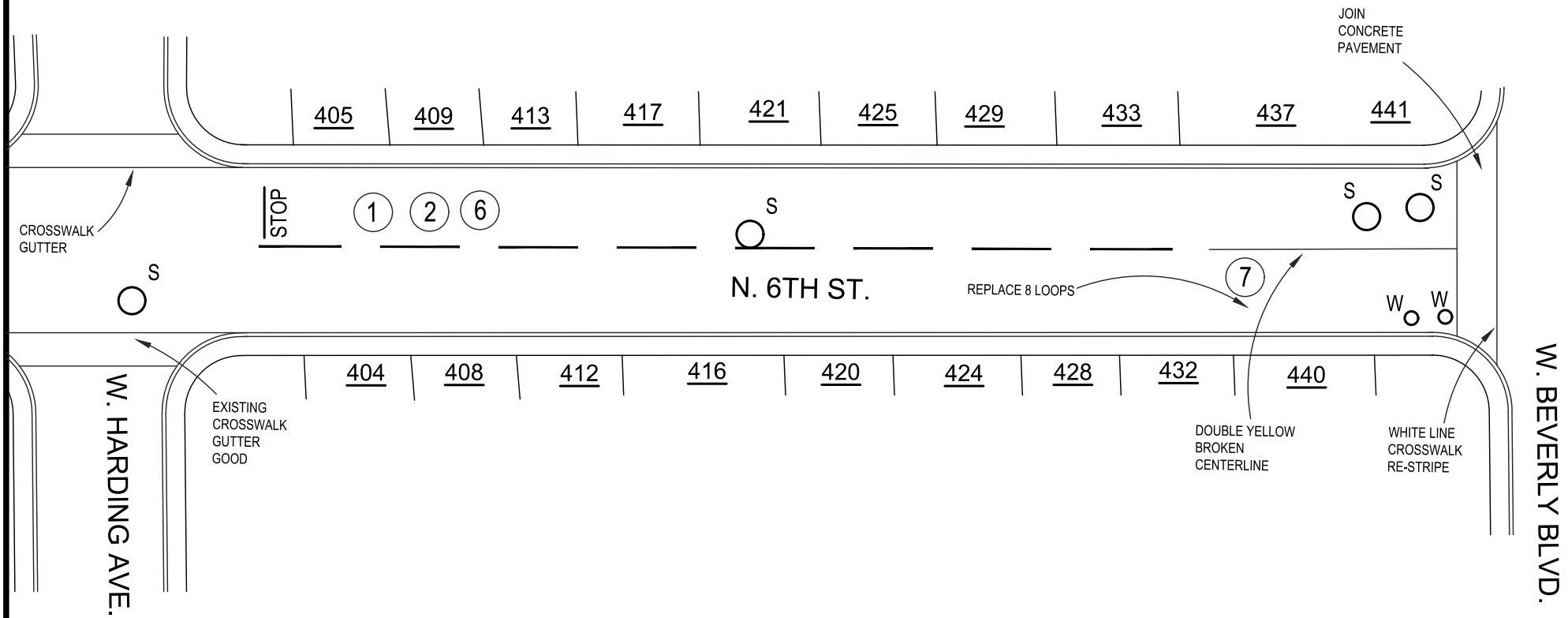
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 6TH ST.
FROM: W. VICTORIA AVE.
TO: W. BEVERLY BLVD.

14c



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
- W or 3. Adjust existing water valve cover and frame to finished grade
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7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

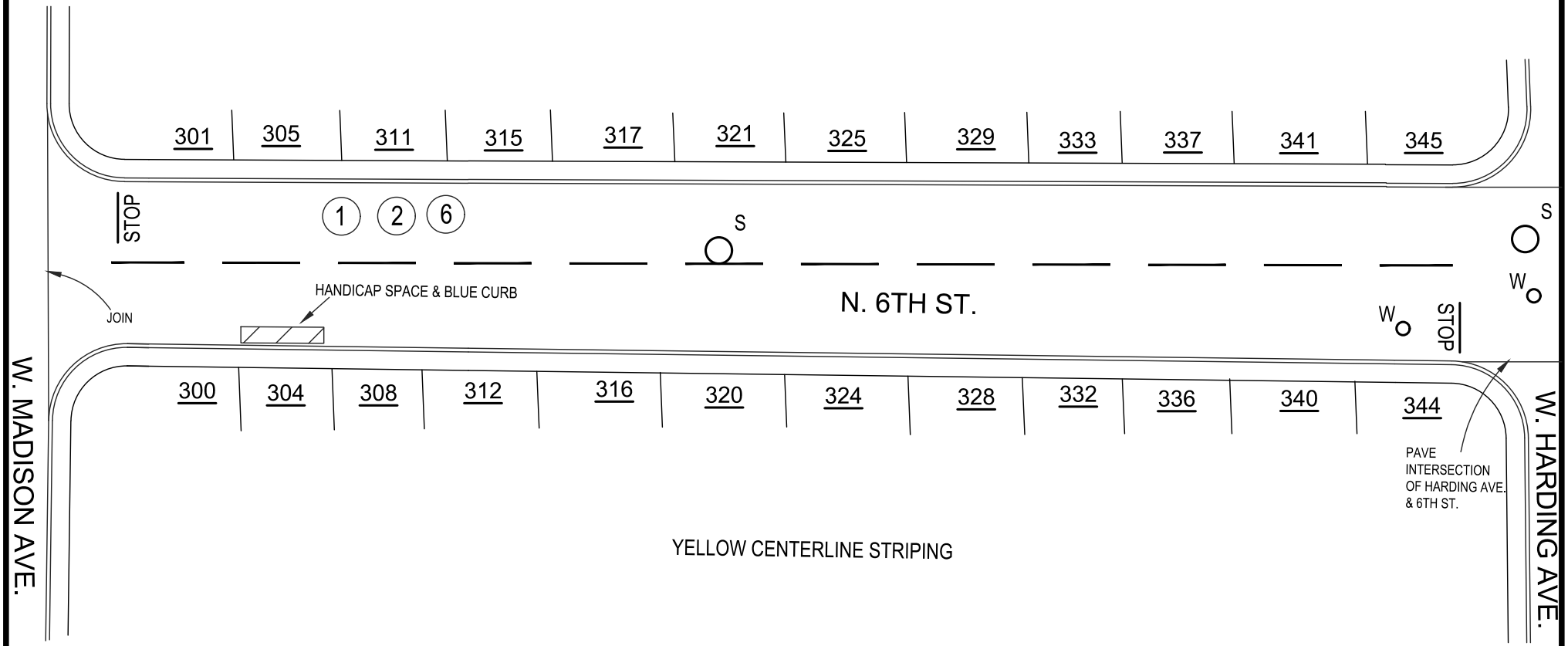
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 6TH ST.
FROM: W.BEVERLY BLVD.
TO: W. HARDING AVE.

Sheet 30 of 54

14d



CONSTRUCTION NOTES:

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8. Remove existing speed humps and install new per City standards

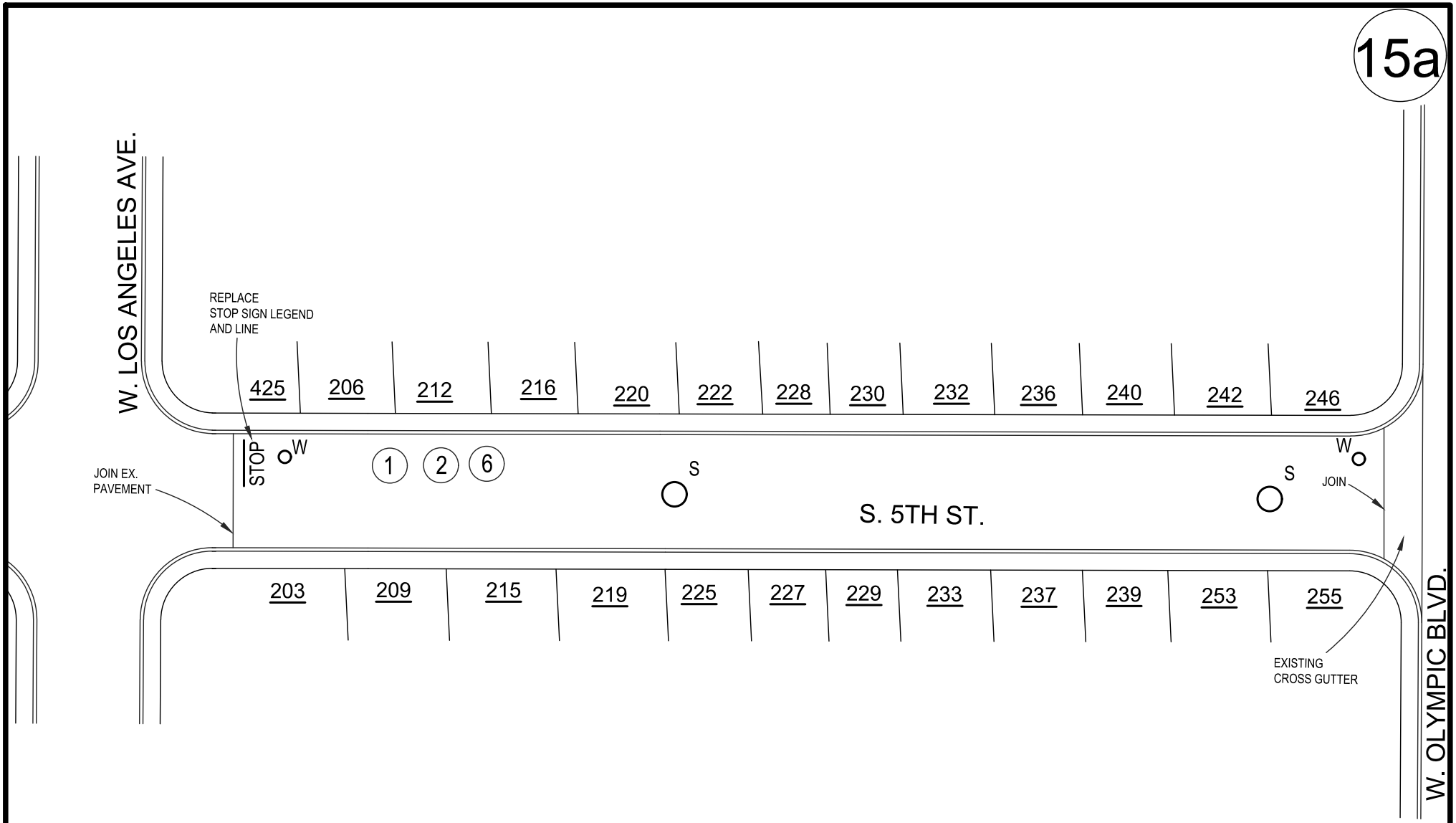
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. 6TH ST.
FROM: W. HARDING AVE.
TO: W. MADISON AVE.

Sheet 31 of 54

15a



CONSTRUCTION NOTES:

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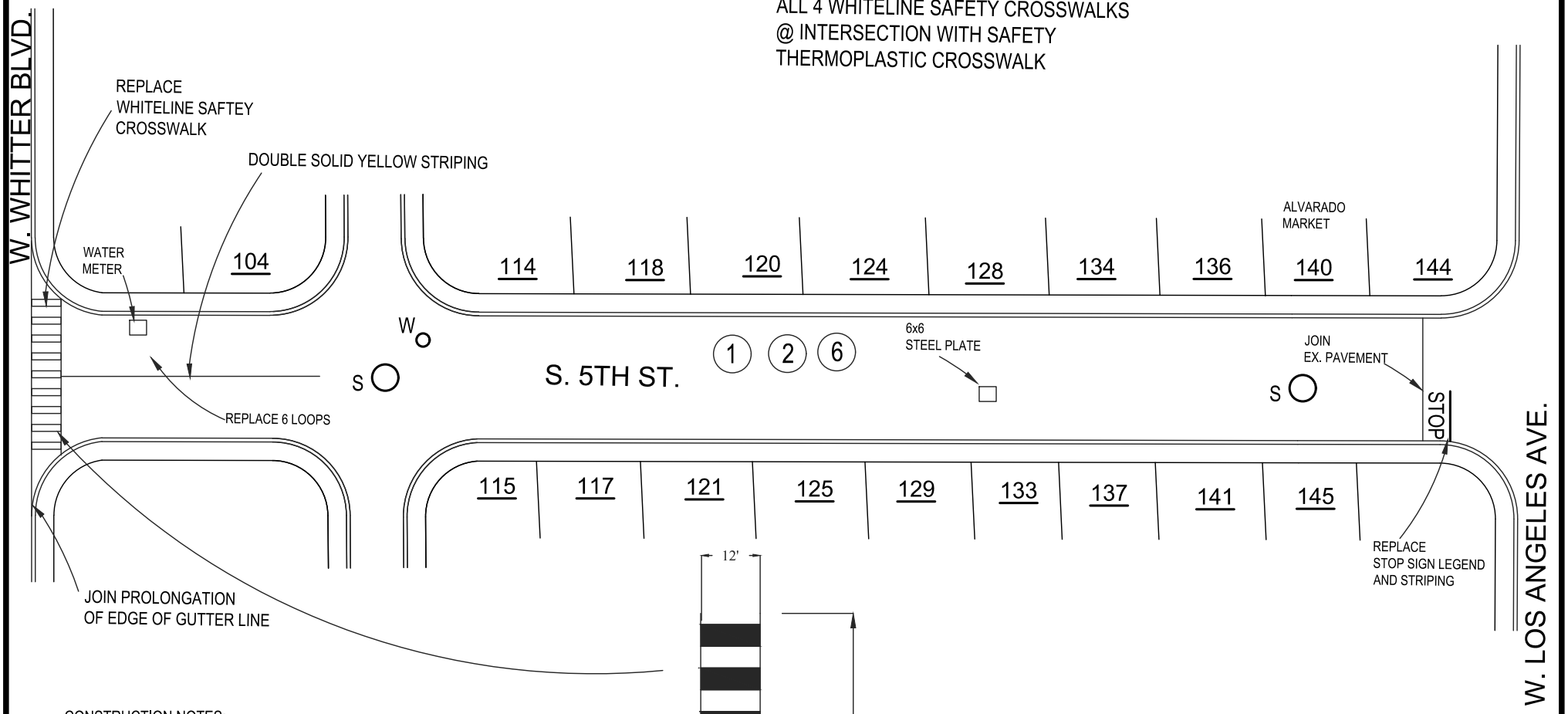
NORTH
SCALE: NTS

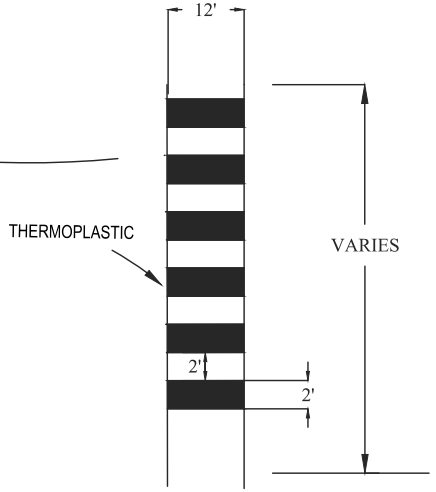
CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: S. 5TH ST.
FROM: W. LOS ANGELES AVE.
TO: W. OLYMPIC BLVD.

15b

NOTE: CONTRACTOR TO RE-STRIPE ALL 4 WHITELINE SAFETY CROSSWALKS @ INTERSECTION WITH SAFETY THERMOPLASTIC CROSSWALK





CONSTRUCTION NOTES:

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3. (W) or (3) Adjust existing water valve cover and frame to finished grade
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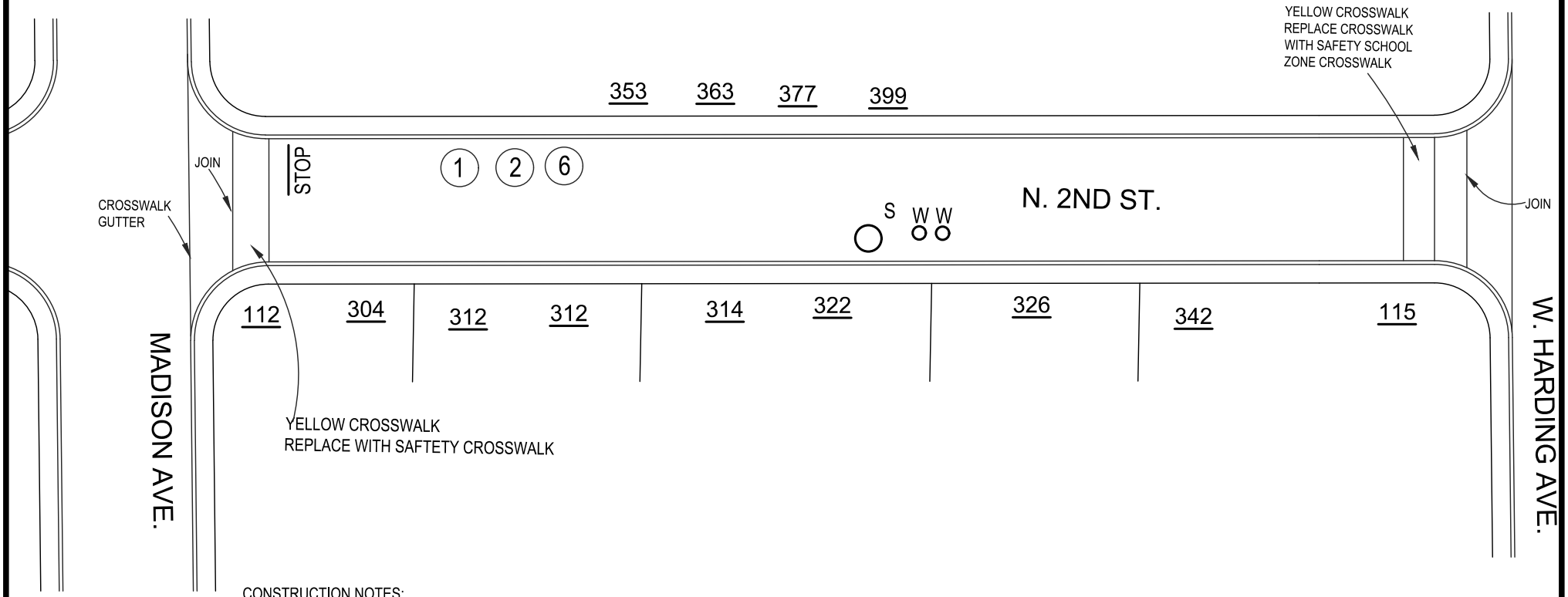
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: S. 5TH ST.
FROM: W. WHITTER BLVD.
TO: W. LOS ANGELES AVE.

16a



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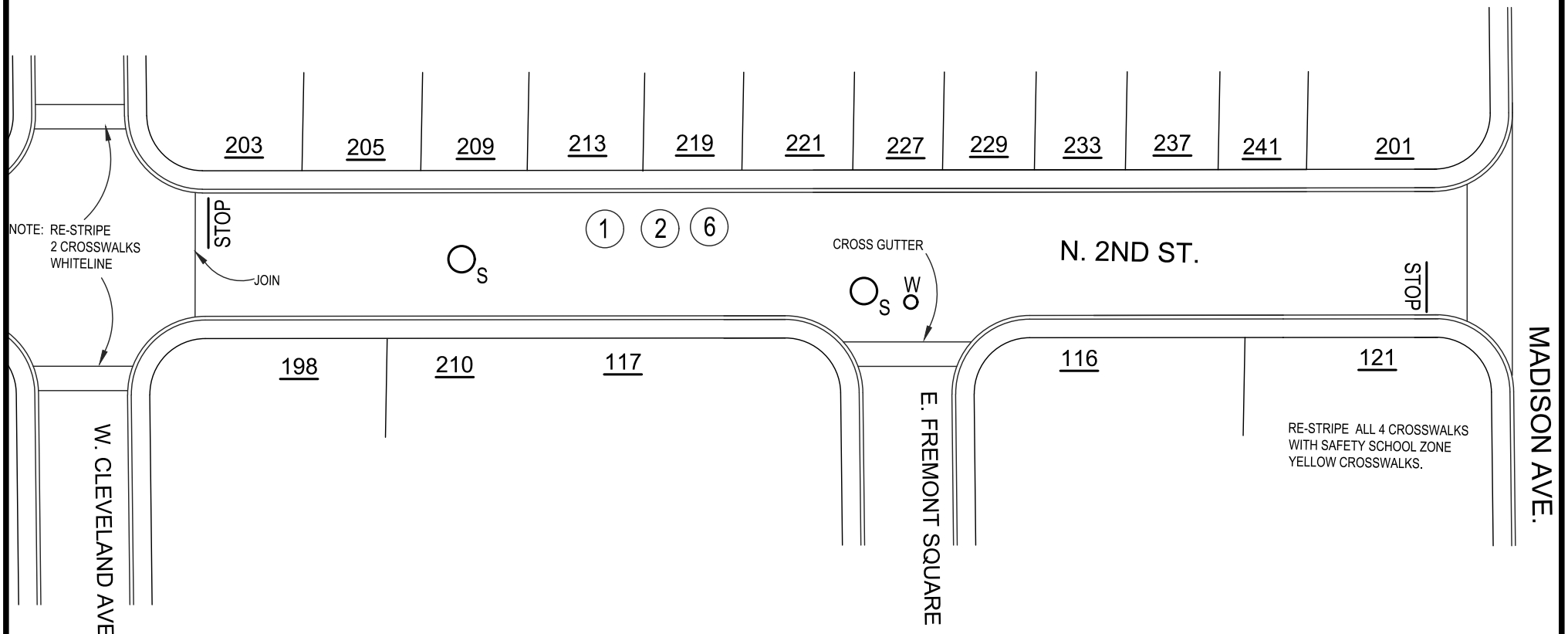
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. & S. 2ND ST.
FROM: HARDING AVE.
TO: MADISON AVE.

16b



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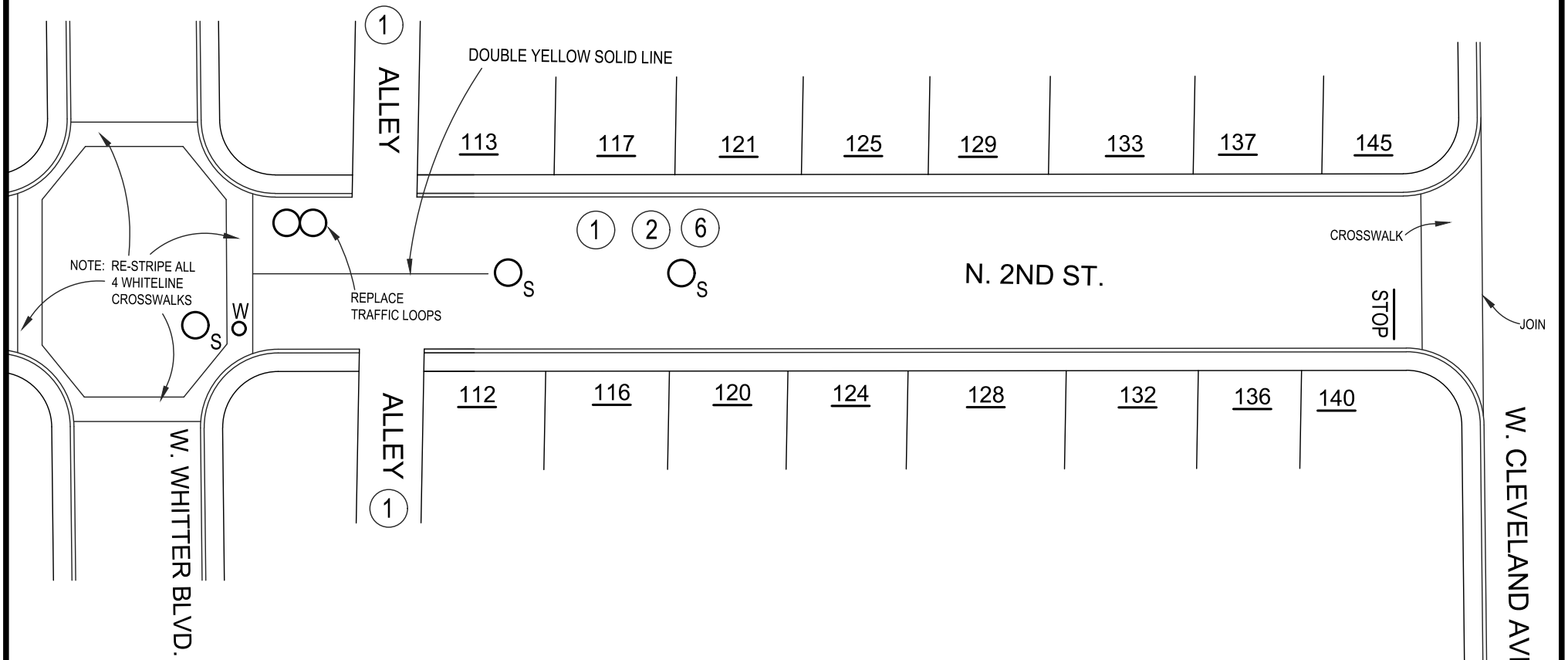
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. & S. 2ND ST.
FROM: MADISON AVE.
TO: W. CLEVELAND AVE.

16c



CONSTRUCTION NOTES:

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NORTH

SCALE: NTS

CITY OF MONTEBELLO

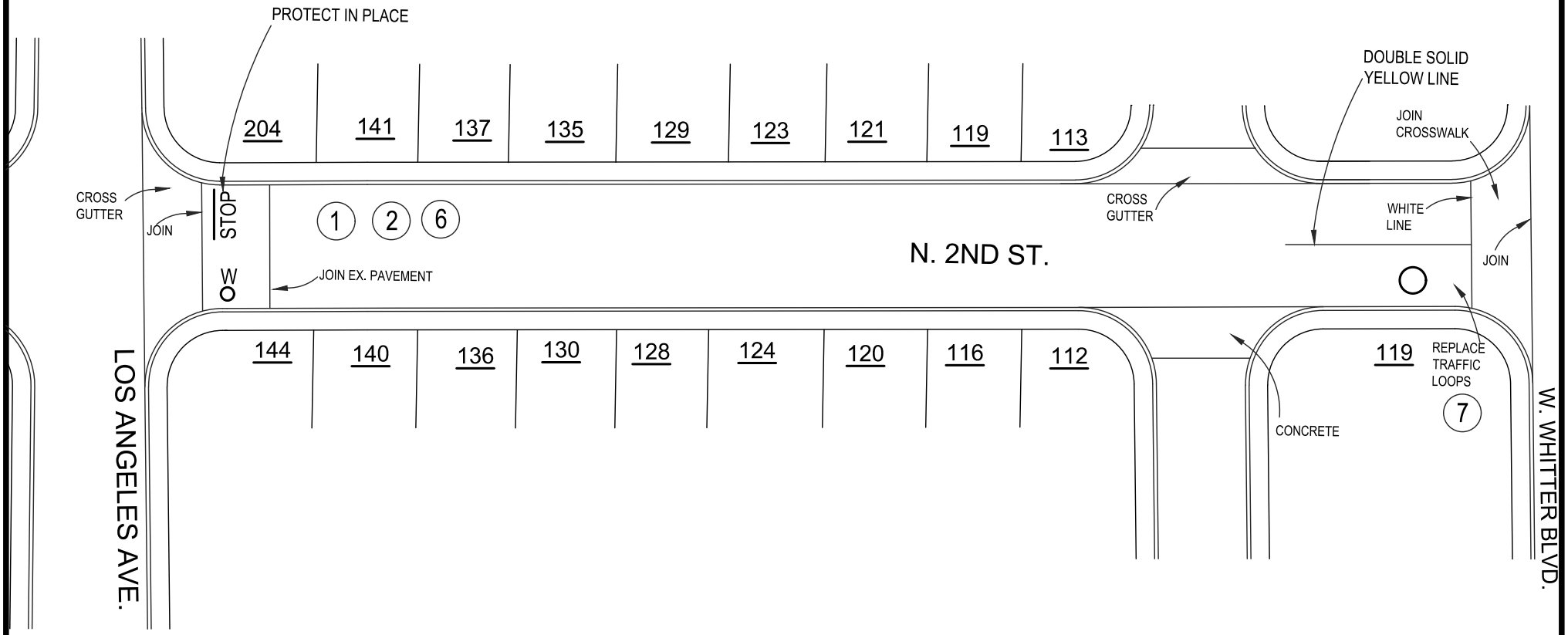
SB1 2025-2026 STREET REHAB

STREET: N. & S. 2ND ST.

FROM: W. CLEVELAND AVE.

TO: W. WHITTER BLVD AVE.

16d



CONSTRUCTION NOTES:

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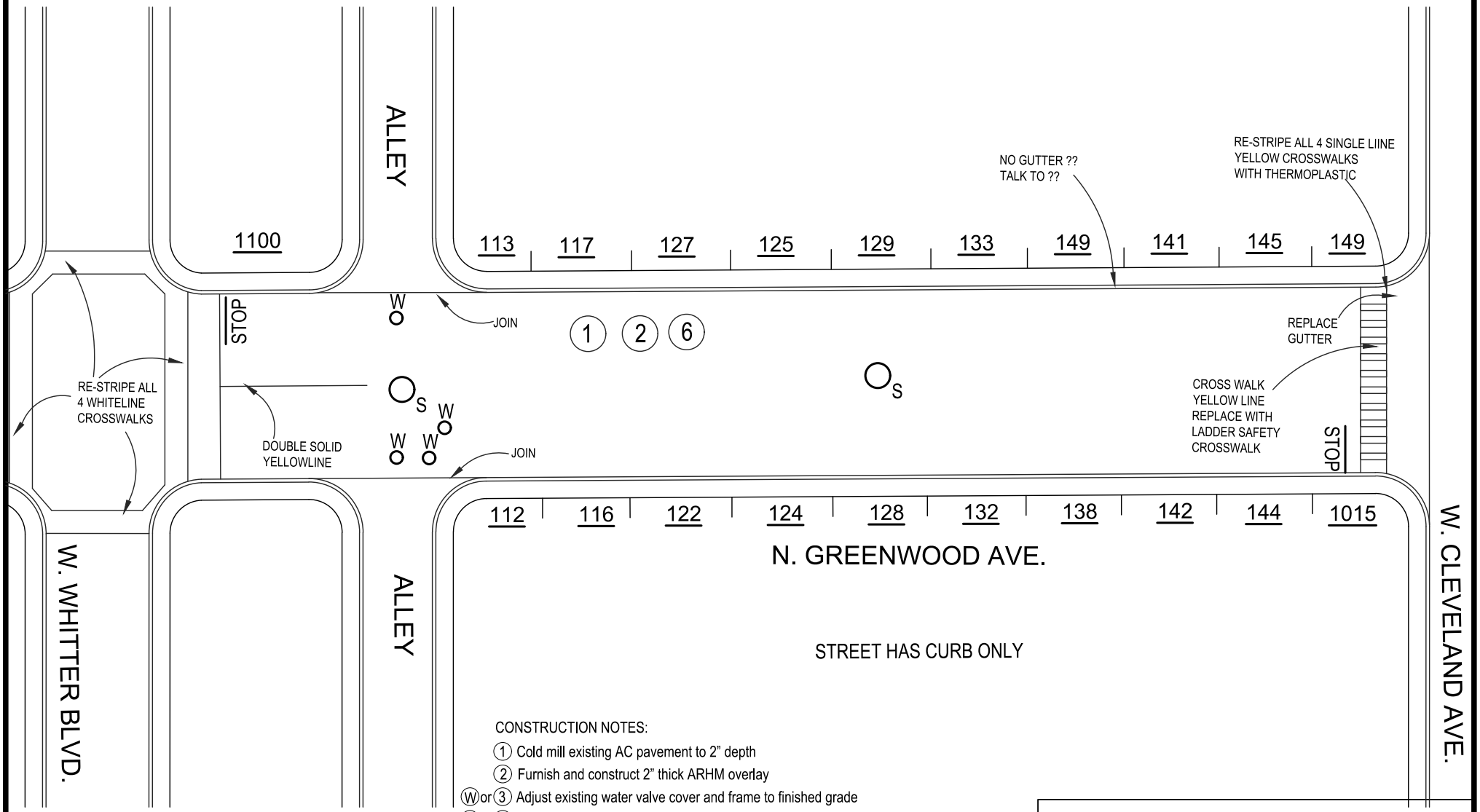
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. & S. 2ND ST.
FROM: W. WHITTER BLVD.
TO: LOS ANGELES AVE.

17a



CONSTRUCTION NOTES:

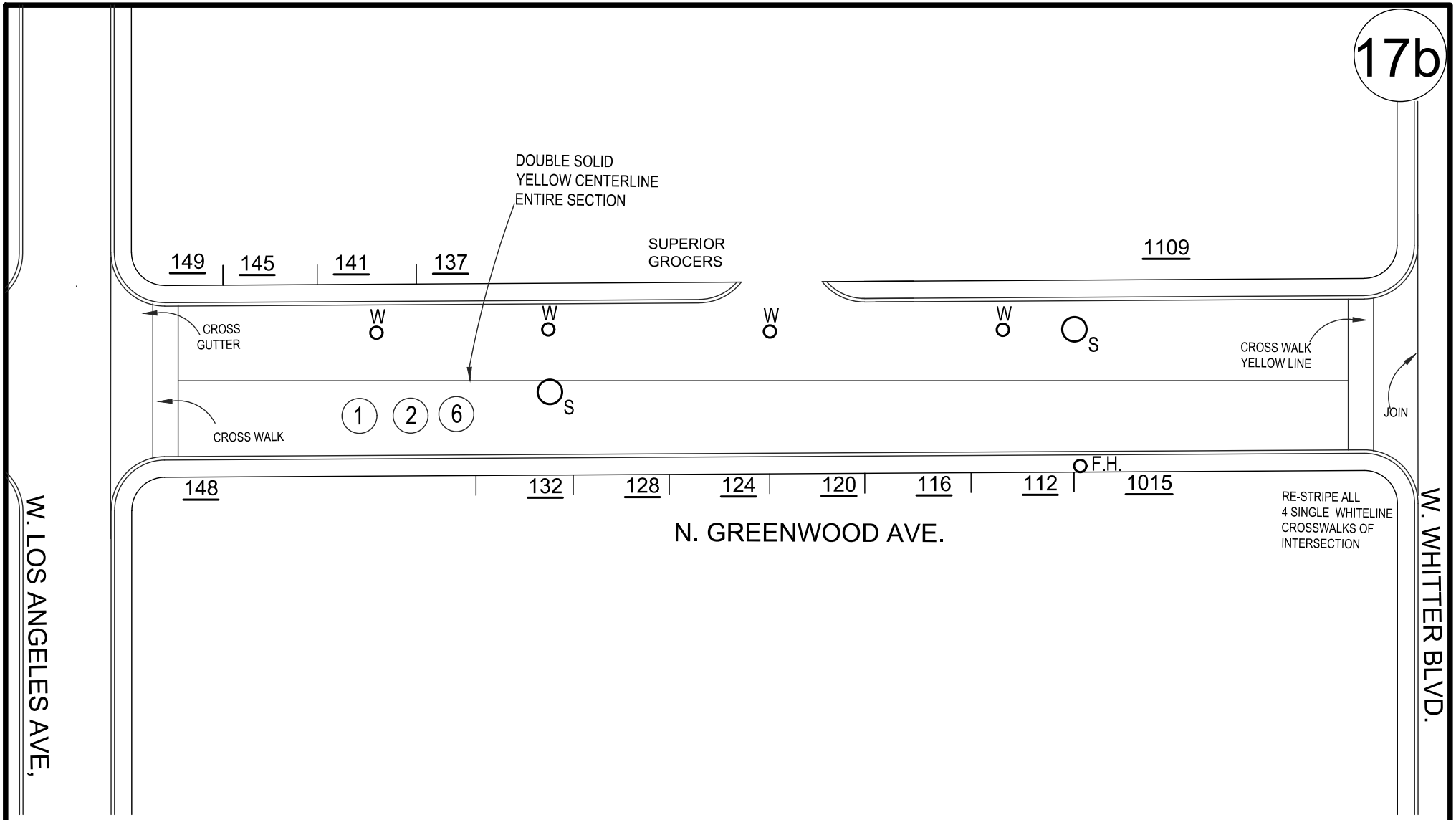
1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
3. (W) Adjust existing water valve cover and frame to finished grade
4. (S) Adjust existing sewer manhole cover and frame to finished grade
5. (SD) Adjust existing storm drain manhole cover and frame to finished grade
6. Restripe all existing pavement markings and replace same with thermoplastic.
7. Remove old loops and furnish and install traffic signal loop detectors and connect to DLC
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. GREENWOOD AVE.
FROM: W. CLEVELAND AVE.
TO: W. WHITTER BLVD.

17b



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
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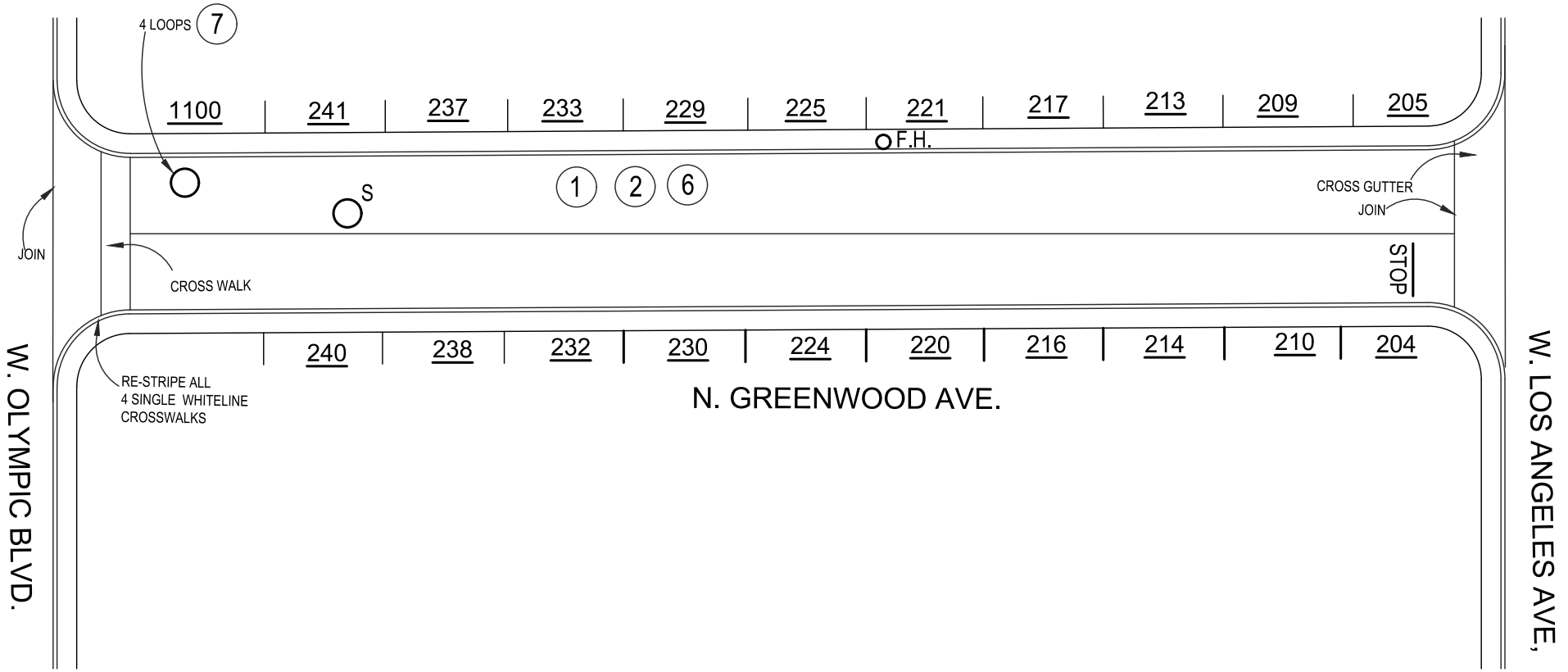
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. GREENWOOD AVE.
FROM: W. WHITTER BLVD.
TO: W. LOS ANGELES AVE.



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
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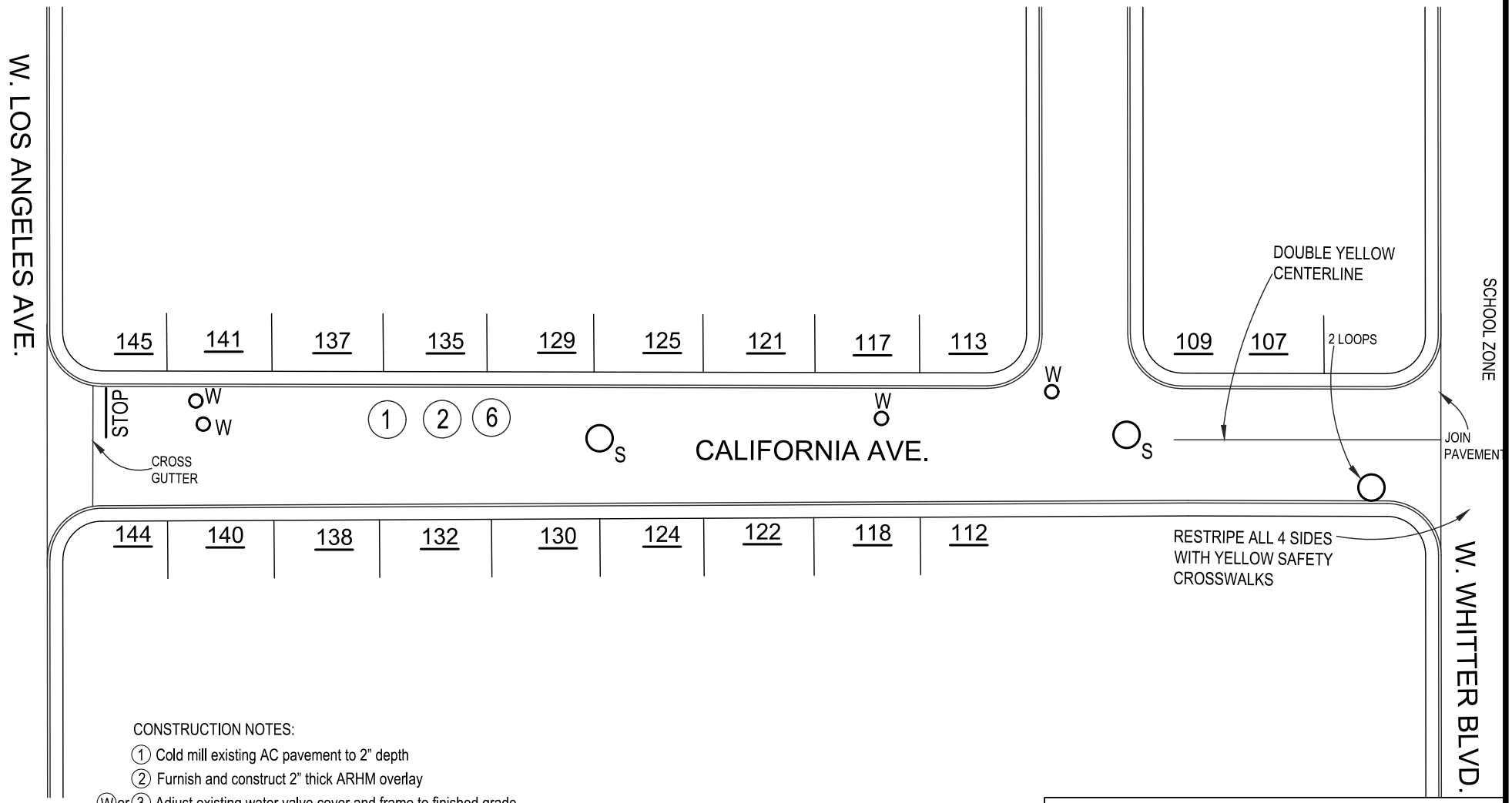
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: N. GREENWOOD AVE.
FROM: W. CLEVELAND AVE.
TO: W. OLYMPIC BLVD.



CONSTRUCTION NOTES:

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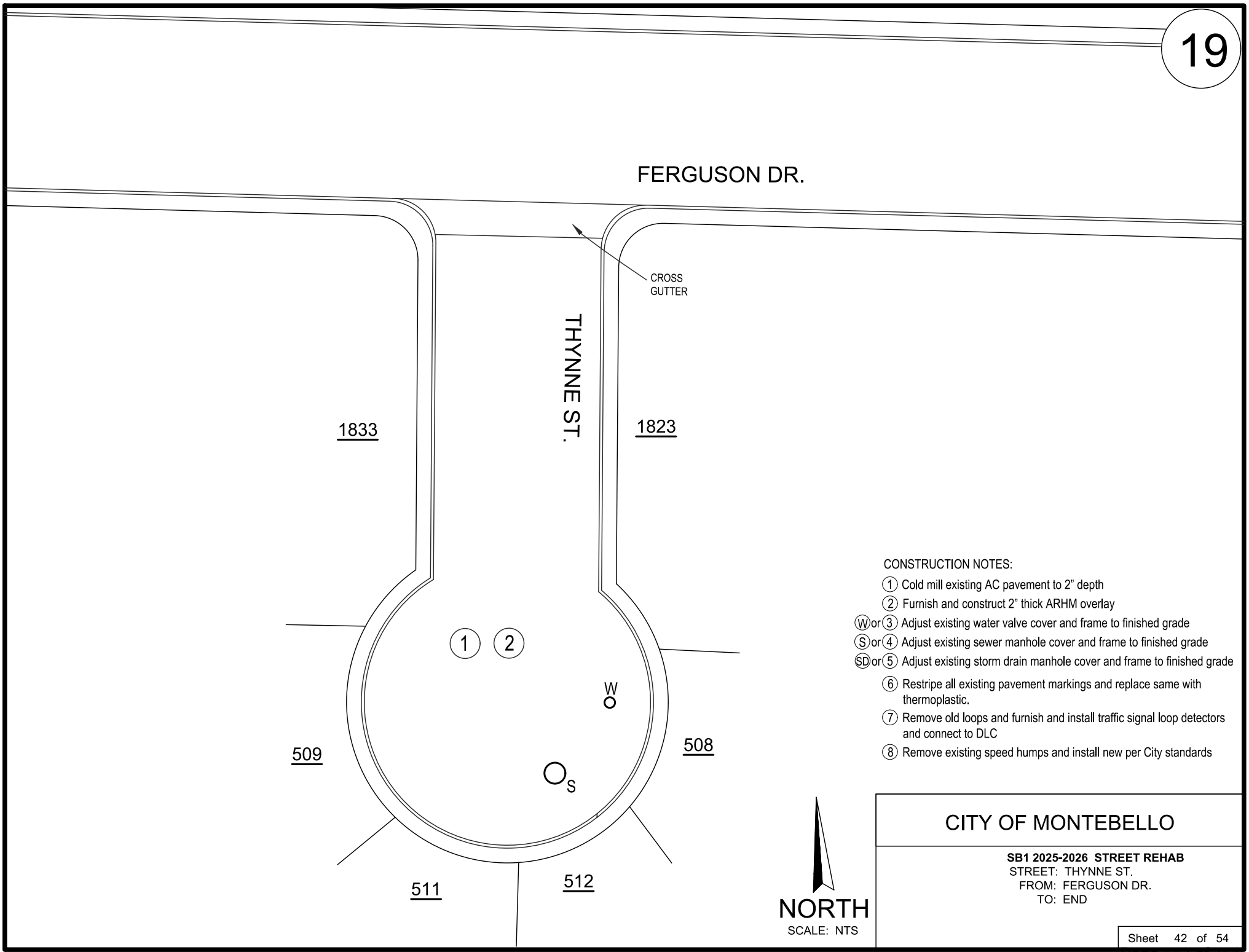
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: CALIFORNIA AVE.
FROM: W. WHITTER BLVD.
TO: LOS ANGELES AVE.



CONSTRUCTION NOTES:

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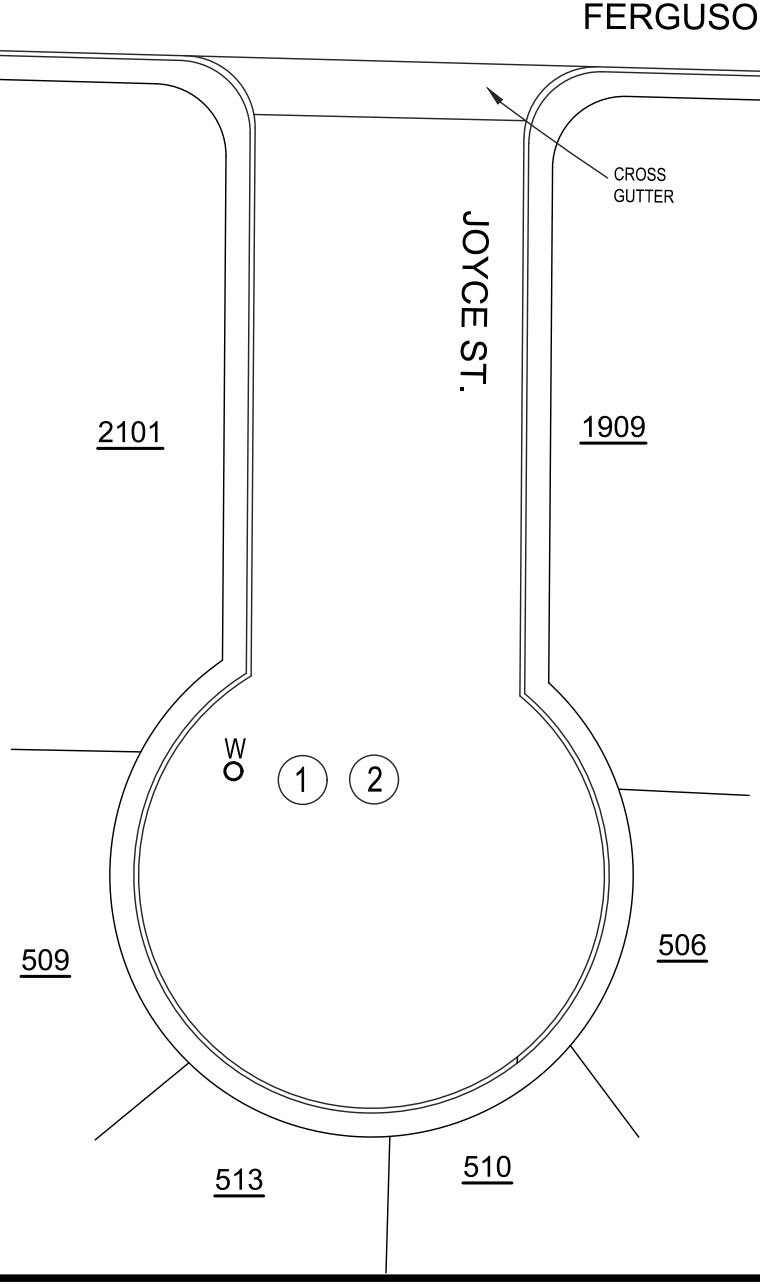
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: THYNNE ST.
FROM: FERGUSON DR.
TO: END



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
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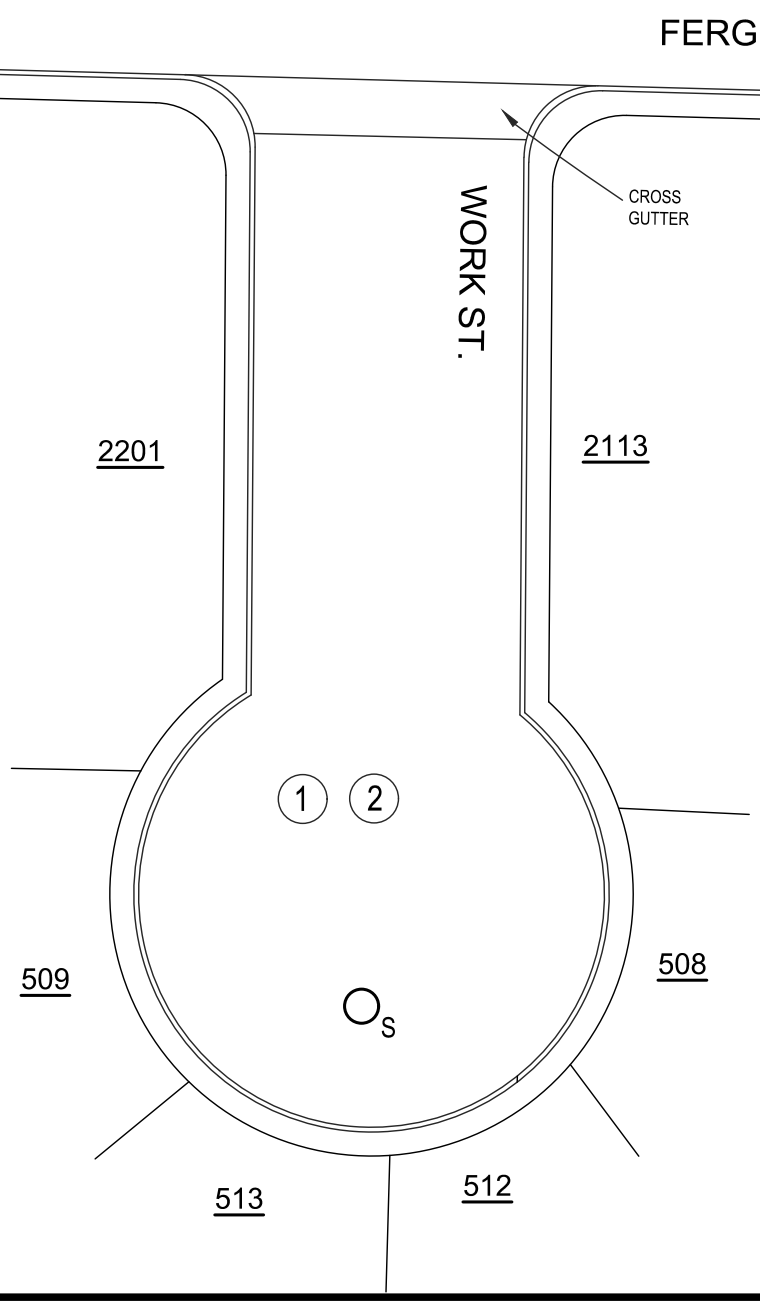
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: JOYCE ST.
FROM: FERGUSON DR.
TO: END



CONSTRUCTION NOTES:

1. Cold mill existing AC pavement to 2" depth
2. Furnish and construct 2" thick ARHM overlay
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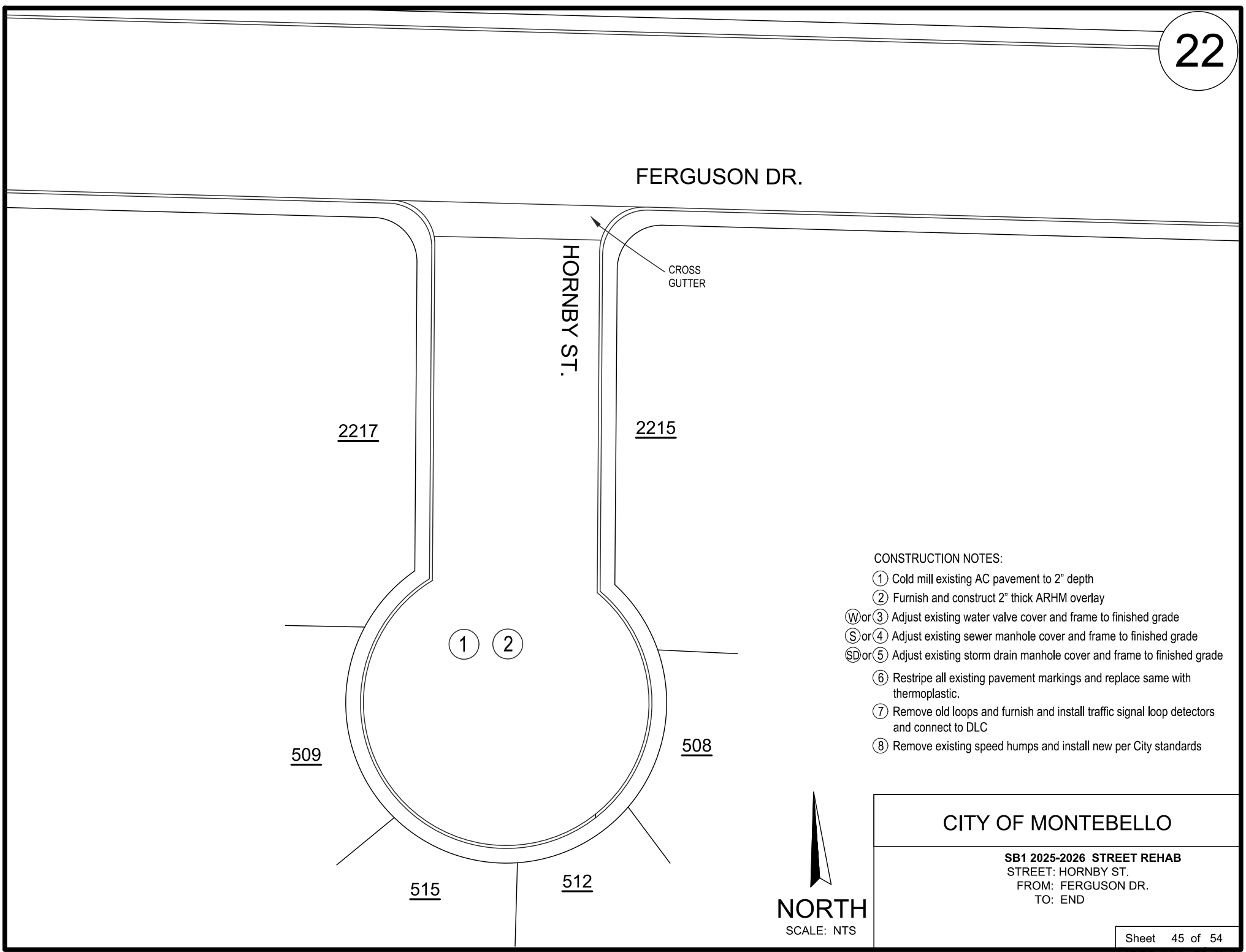
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: WORK ST.
FROM: FERGUSON DR.
TO: END

22



CONSTRUCTION NOTES:

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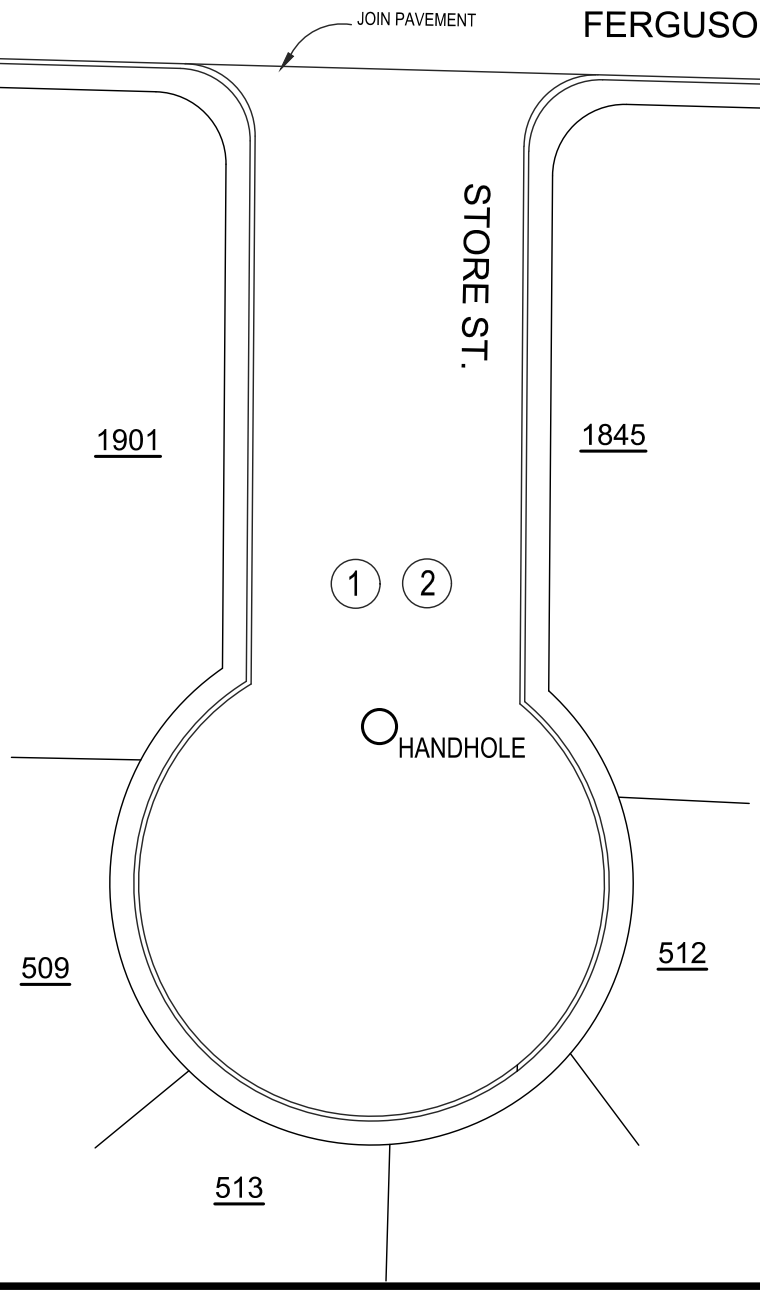
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: HORNBY ST.
FROM: FERGUSON DR.
TO: END

Sheet 45 of 54

22b



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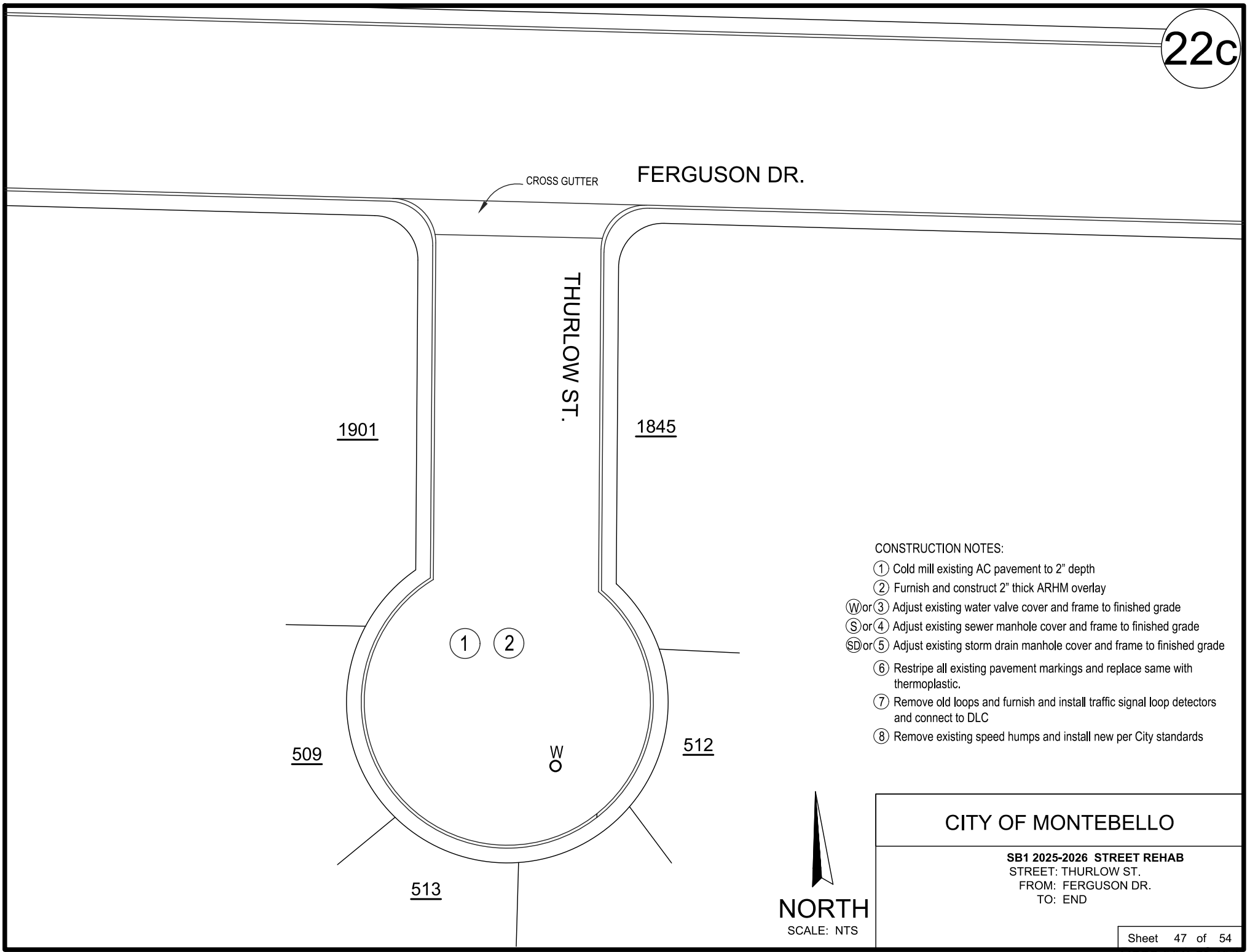
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: STORE ST.
FROM: FERGUSON DR.
TO: END

22c



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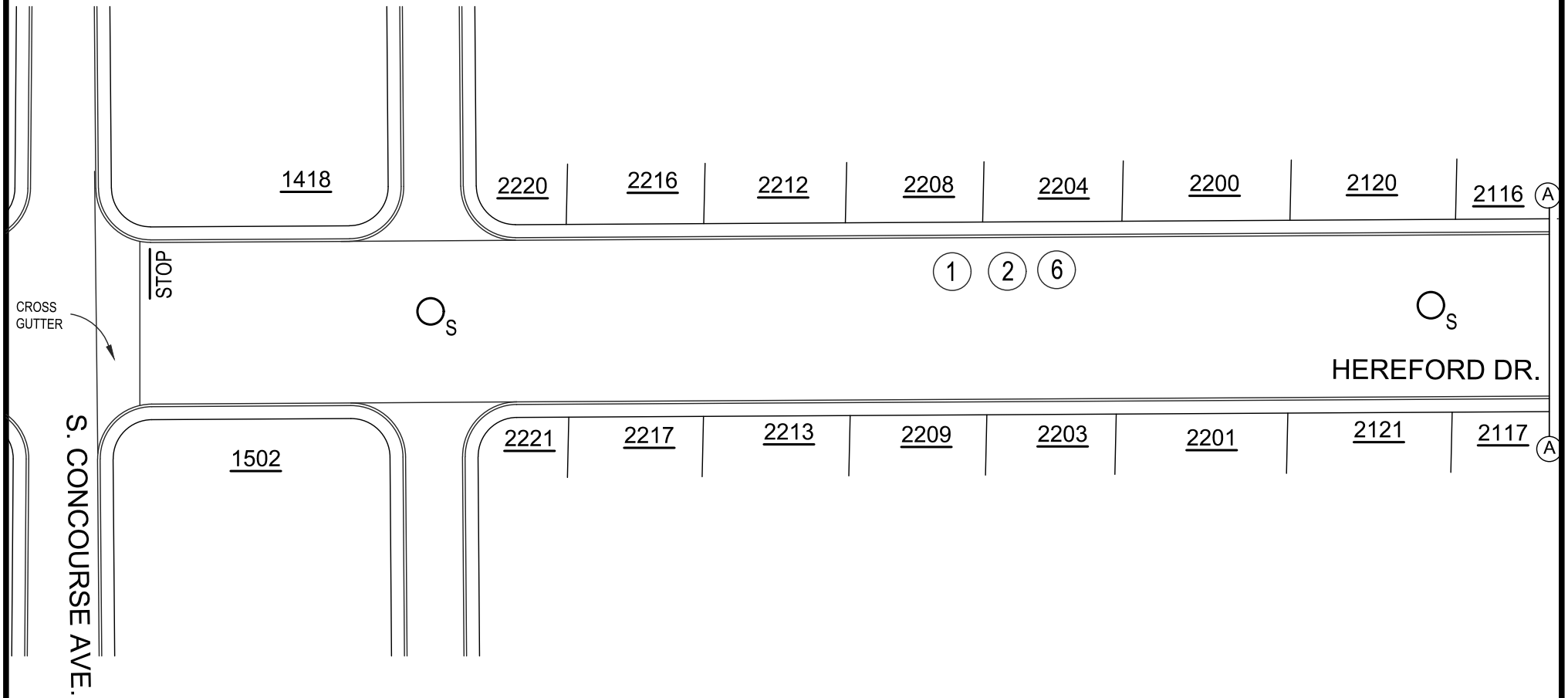
8. Remove existing speed humps and install new per City standards

NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: THURLOW ST.
FROM: FERGUSON DR.
TO: END



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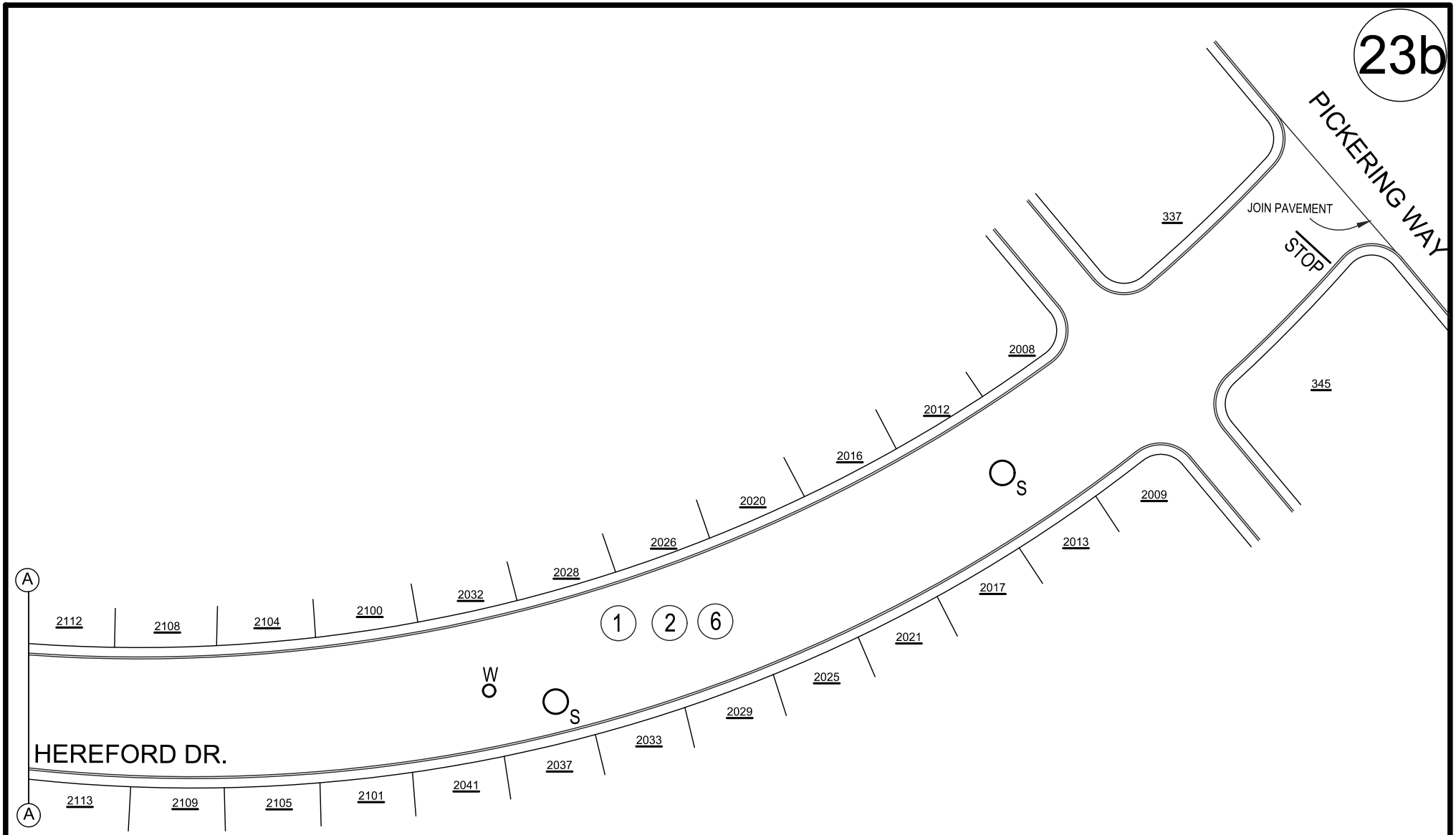
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: HEREFORD DR.
FROM: PICKERING WAY
TO: S. CONCOURSE AVE.

23b



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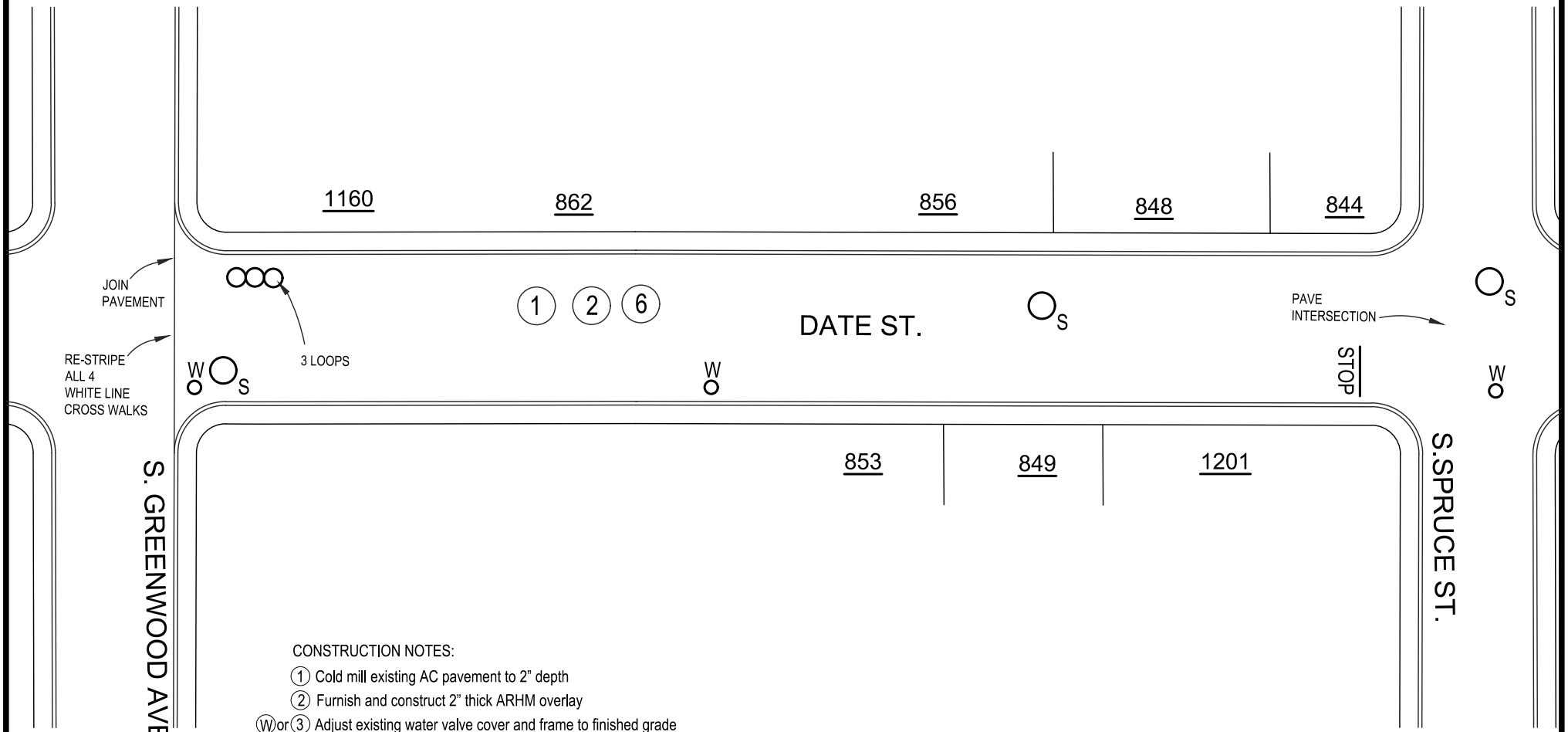
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: HEREFORD DR.
FROM: PICKERING WAY
TO: S. CONCOURSE AVE.



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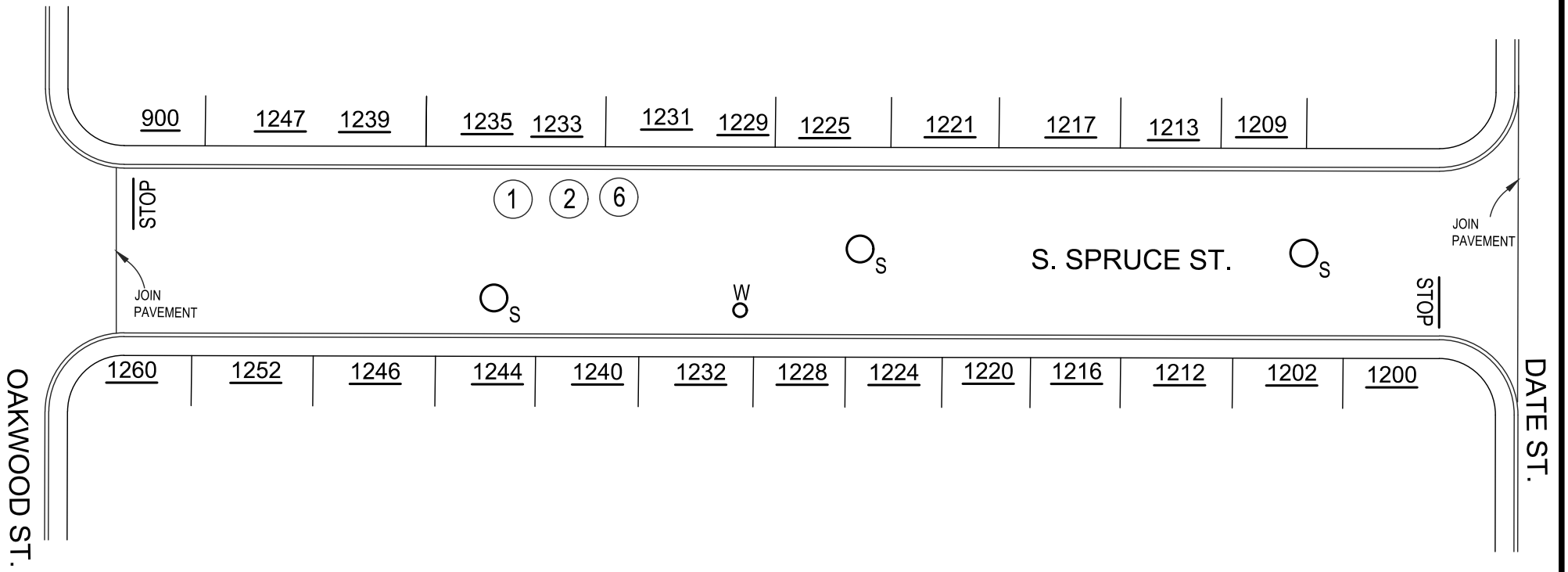
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: DATE ST.
FROM: S. GREENWOOD AVE
TO: SPRUCE ST.



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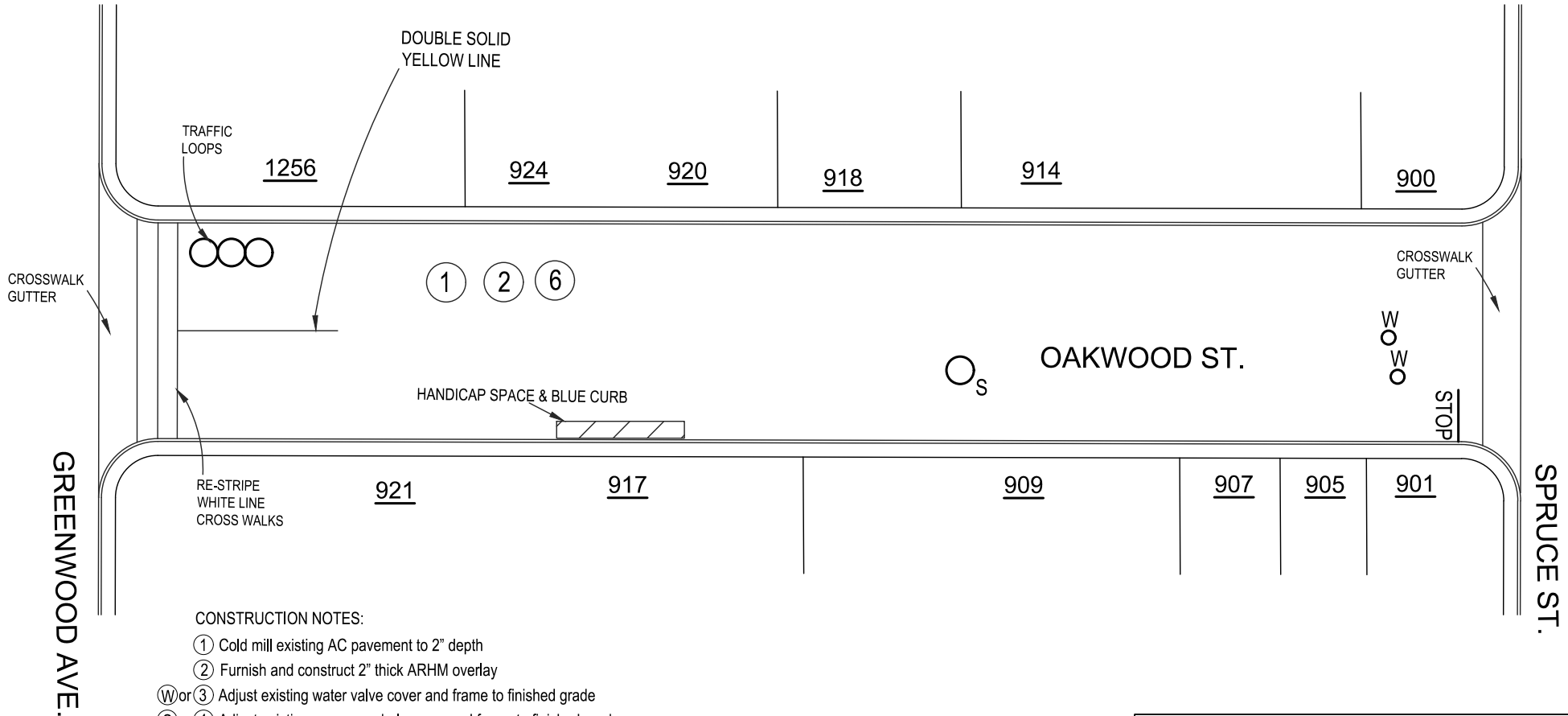
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SBI 2025-2026 STREET REHAB
STREET: S. SPRUCE ST.
FROM: DATE ST.
TO: OAKWOOD ST.



CONSTRUCTION NOTES:

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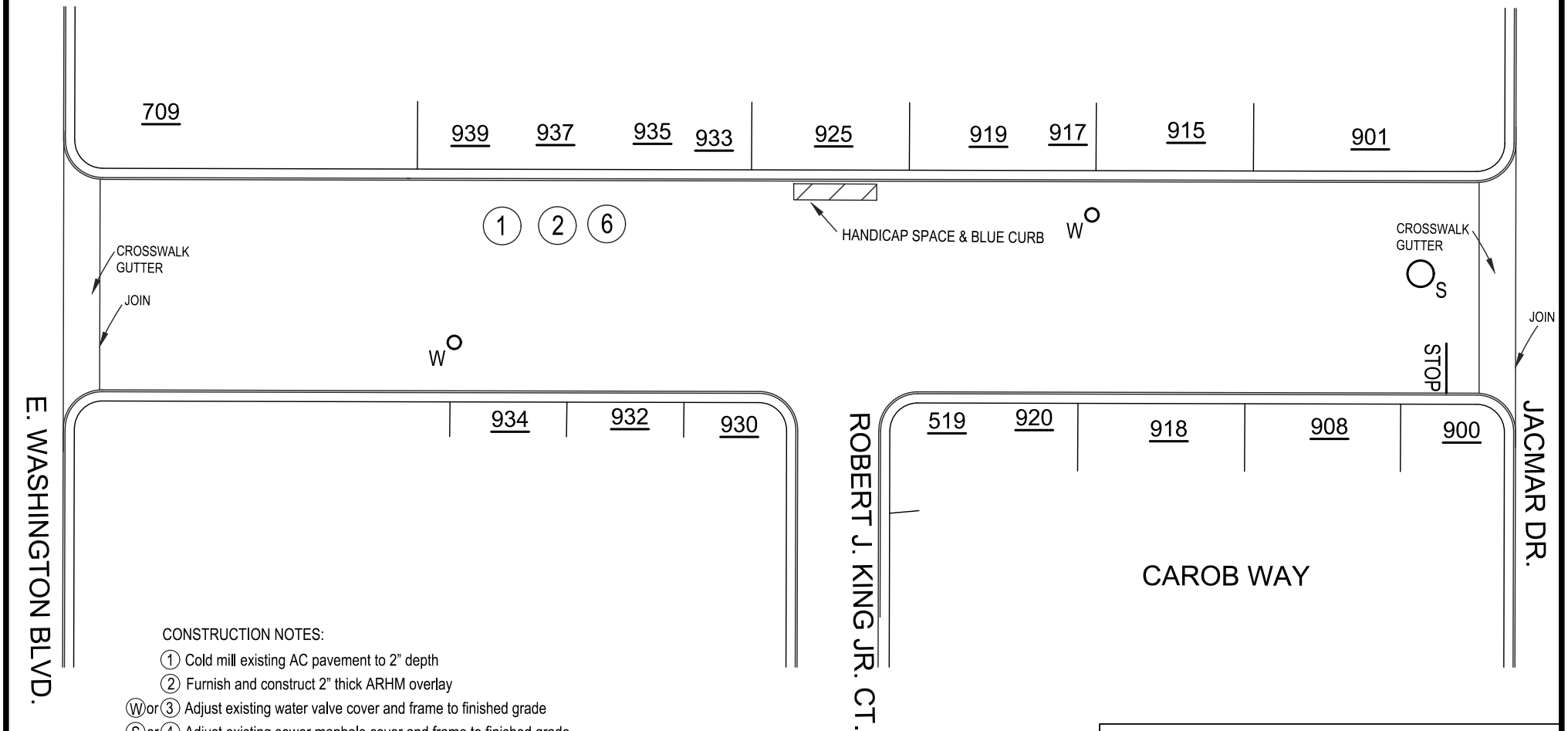
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: OAKWOOD ST.
FROM: SPRUCE ST.
TO: S. GREENWOOD AVE

27



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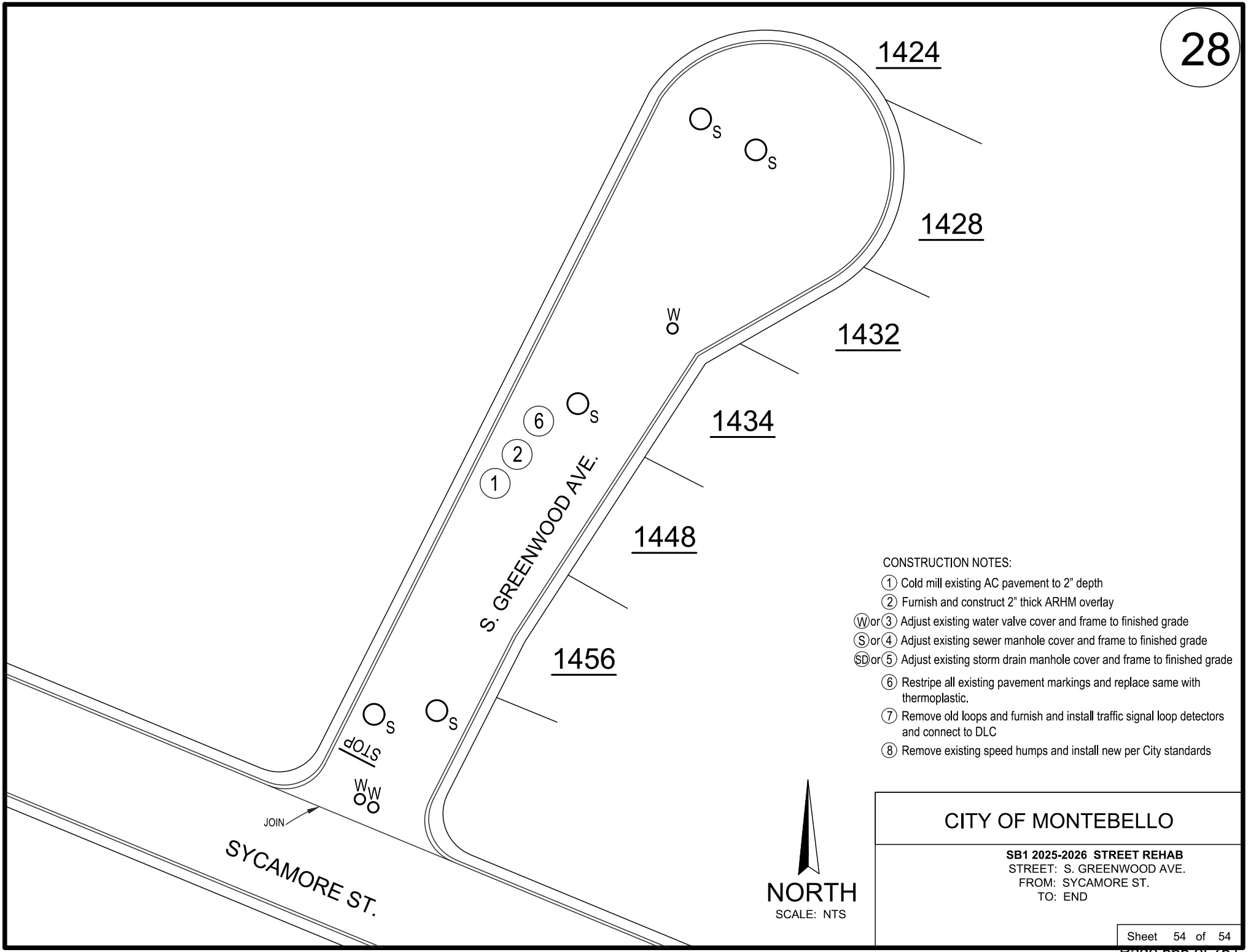
NORTH
SCALE: NTS

CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: CAROB WAY
FROM: E. WASHINGTON BLVD.
TO: JACMAR DR.



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CITY OF MONTEBELLO

SB1 2025-2026 STREET REHAB
STREET: S. GREENWOOD AVE.
FROM: SYCAMORE ST.
TO: END

Sheet 54 of 54

APPENDIX "B"

LIST OF STANDARD PLANS

1. **Sample Project information sign**
2. **Speed hump detail**
3. **Speed hump ahead sign**
4. **Speed hump arrow sign**
5. **Speed hump sign 15 mph**
6. **Crosswalk striping**
7. **Pavement markings traffic lines No 1**
8. **Pavement markings traffic lines No 2**
9. **Sewer manhole adjustment**
10. **Manhole raising rings**
11. **Water purveyors' area map**
12. **Street locations map**

THE FOLLOWING MINIMUM INFORMATION IS REQUIRED ON EACH SIGN POSTED FOR LANE/ROAD CLOSURE:

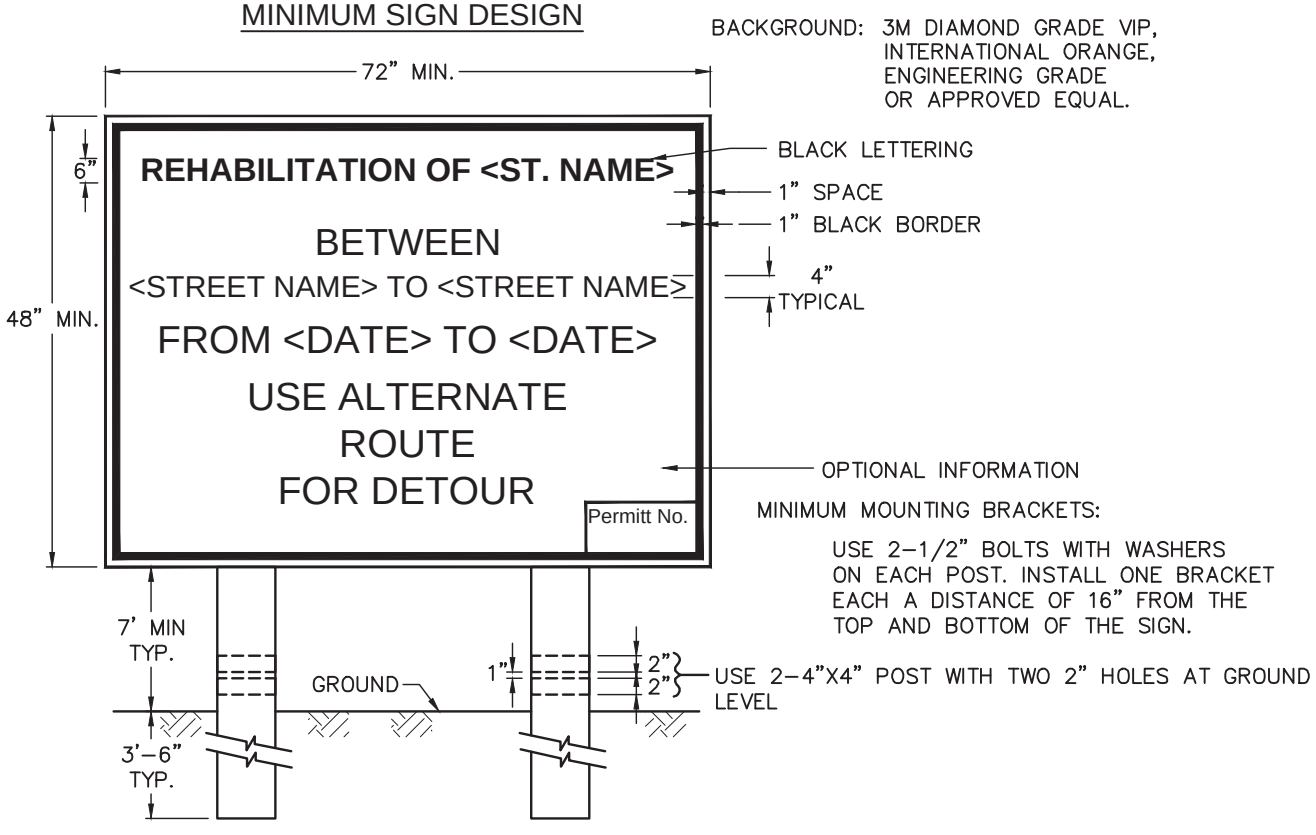
1. STREET NAME : NAME OF EACH STREET AFFECTED DURING THE ROAD CLOSURE.
2. STREET LIMITS : NAME OF EACH STREET AT THE LIMITS OF THE WORK AREA.
3. DATES : THE BEGINNING AND ENDING DATES DURING THE TIME WORK WILL BE IN PROGRESS.
4. OTHER INFORMATION : INFORMATION PERTINENT FOR PUBLIC SAFETY. I.E. ALTERNATIVE ROUTING.
5. SIGN PLACEMENT : A) PER STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS SECTION 5-02.4, EXCEPT AS INDICATED HEREON.

B) SIGN SHALL BE VISIBLE FOR A MINIMUM OF 500 FEET.

C) ALL SIGNS SHALL BE PLACED ON THE SIDE OF THE STREET FACING THE DIRECTION OF TRAFFIC.

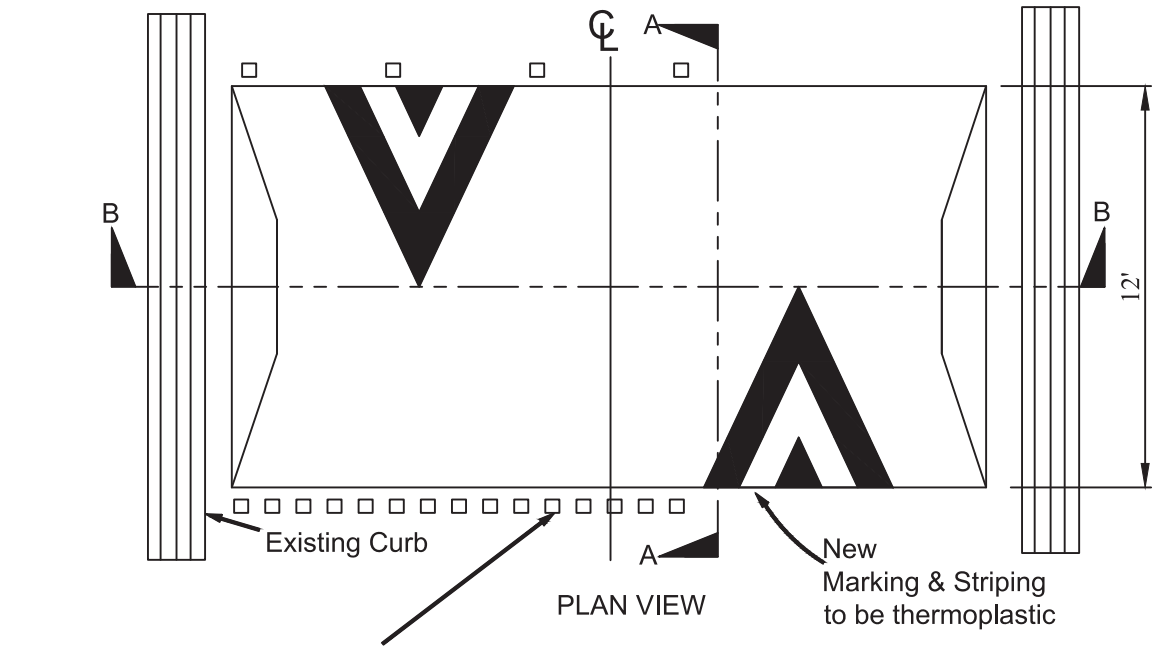
D) WHERE A ROAD IS TO BE COMPLETELY CLOSED, SIGNS SHOULD BE PLACED AT THE INTERSECTIONS WHICH PRECEDE THE CLOSURE. A SIGN SHALL BE PLACED FACING EACH DIRECTION OF TRAFFIC APPROACHING THE PROPOSED CLOSURE AREA.

MINIMUM SIGN DESIGN



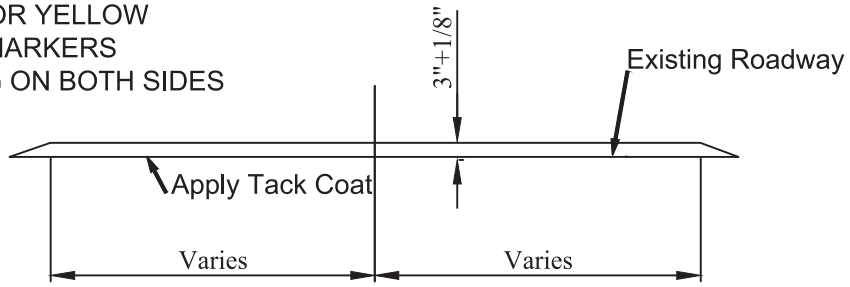
APPENDIX C
SAMPLE PROJECT INFORMATION SIGN

TYPICAL SPEED HUMP

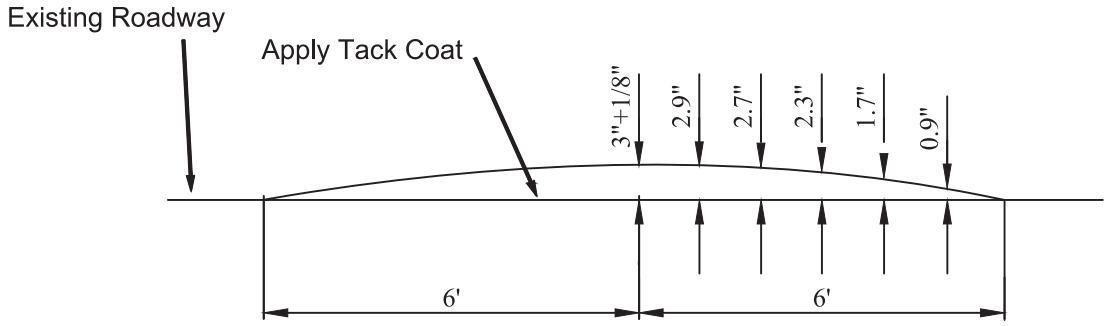


PLAN VIEW

INSTALL WHITE OR YELLOW
TYPED RAISED MARKERS
WITH 3' SPACING ON BOTH SIDES



SECTION B-B



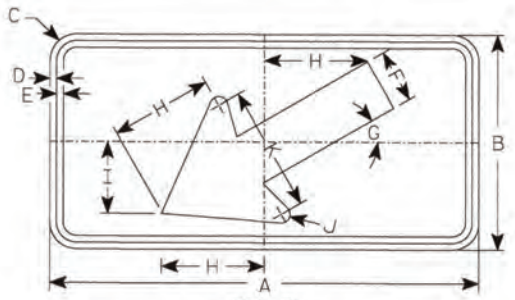
SECTION A-A

NOTE:

1. ALL NEW PAVEMENT MARKING AND STRIPING ASSOCIATED WITH SPEED HUMPS TO BE THERMOPLASTIC
2. CONSTRACTOR SHALL CONSTRUCT HUMPS ONLY AFTER ALL POST SIGN & MARKINGS HAVE BEEN INSTALLED
3. ALL ADVANCED PAVEMENT MARKINGS TO BE REFLECTIVE THERMOPLASTIC

NOTES

1. Sign is Type II - Type F Reflective
2. Color:
   Background - Yellow
   Message - Black
3. W16-7R is the same as W16-7L
   except the arrow is reversed along
   the vertical centerline.



W16-7L

* For 36" x 36" Warning Signs, use 30" x 18" W16-7L signs.
* For 48" x 48" Warning Signs, use 48" x 24" W16-7L signs.

SIZE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AREA SQ. FT.
1																											
2S	24	12	1 ½	⅜	⅜	3	30°	5 ¾	4	½	7																2.0
* 2M	30	18	1 ½	⅜	½	4 ½	30°	8 ½	6	⅝	10 ¼																3.75
* 3	30	18	1 ½	⅜	½	4 ½	30°	8 ½	6	⅝	10 ¼																3.75
* 4	48	24	1 ⅝	½	⅝	6	30°	11 ½	8	1	14																8.0
5																											

STANDARD SIGN
W16-7

WISCONSIN DEPT OF TRANSPORTATION

APPROVED Matthew R Rauch
for state traffic engineer

DATE 1/9/2024 PLATE NO. W16-7.9

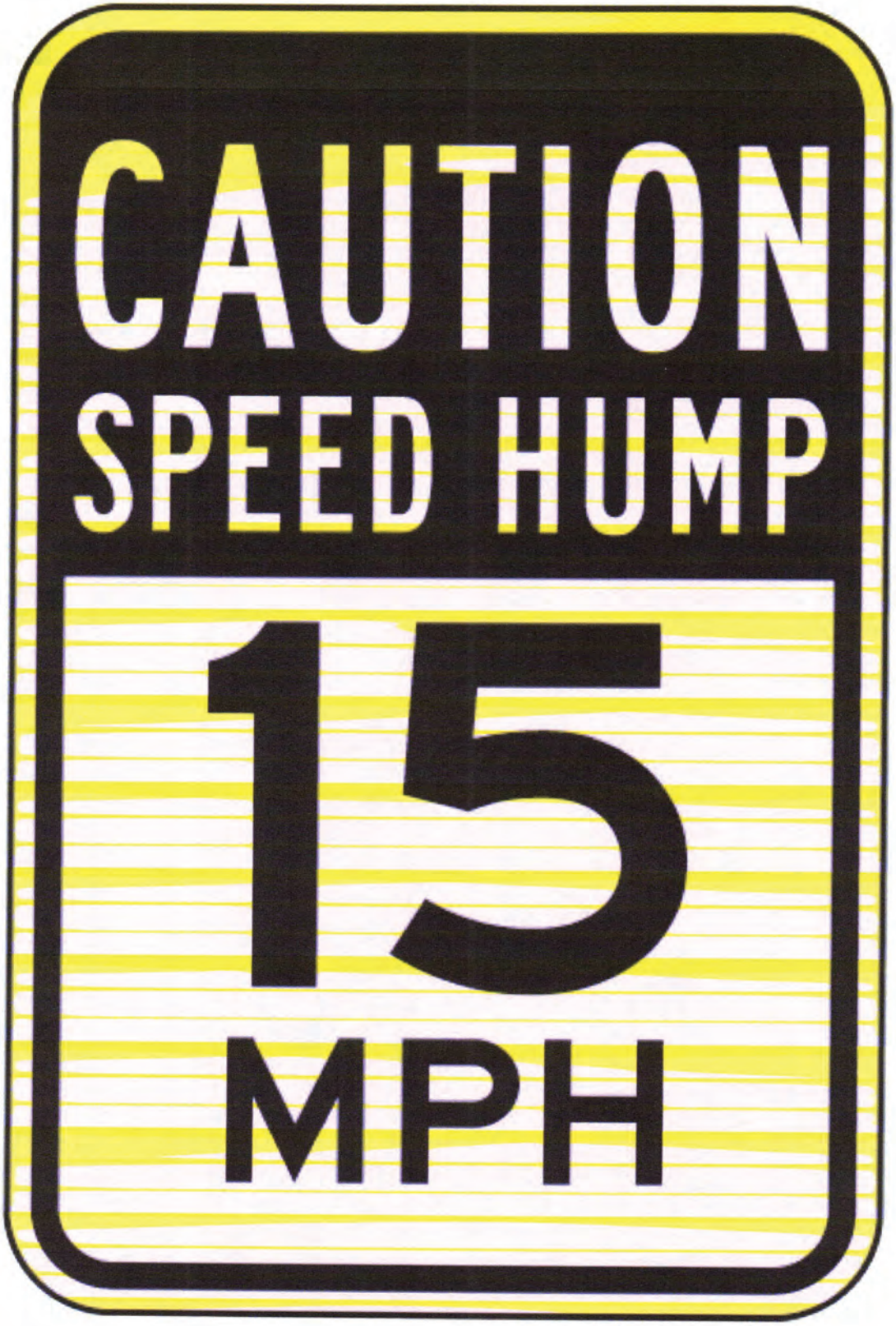
PROJECT NO: | HWY: | COUNTY: | SHEET NO: E

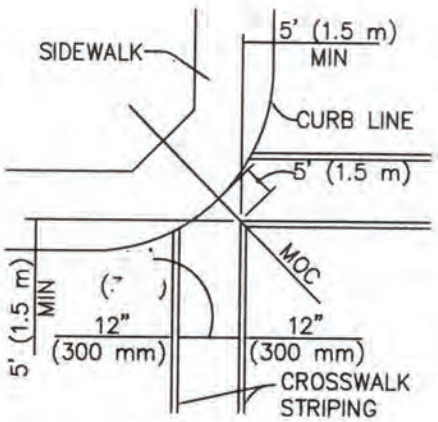
FILE NAME : C:\CADFiles\Projects\tr_std\dgns\W167.dgn PLOT DATE : 9-Jan-2024 2:54 PLOT BY : dotcdc PLOT NAME : PLOT SCALE : WISDOT/CADDS SHEET #2

W17-1
SPEED HUMP

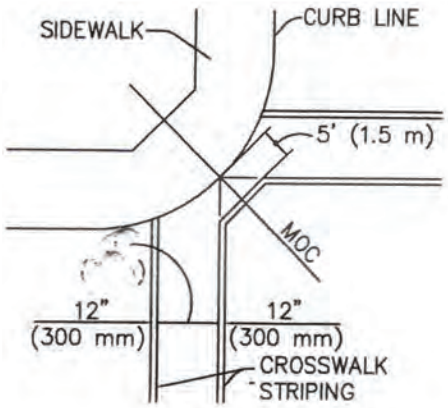
A	B	C	D	E	F	G	H	J	K
24	0.375	0.625	4 D	1.25	2	7.886	6.961	7.210	1.5
30	0.5	0.75	5 D	1.5	2.5	9.857	8.732	8.982	1.875
36	0.625	0.875	6 D	1.875	3	11.828	10.379	10.878	2.25
48	0.75	1.25	8 D	2.5	4	15.771	13.921	14.421	3

COLORS: LEGEND, BORDER – BLACK
BACKGROUND – YELLOW (RETROREFLECTIVE)


CAUTION
SPEED HUMP
15
MPH



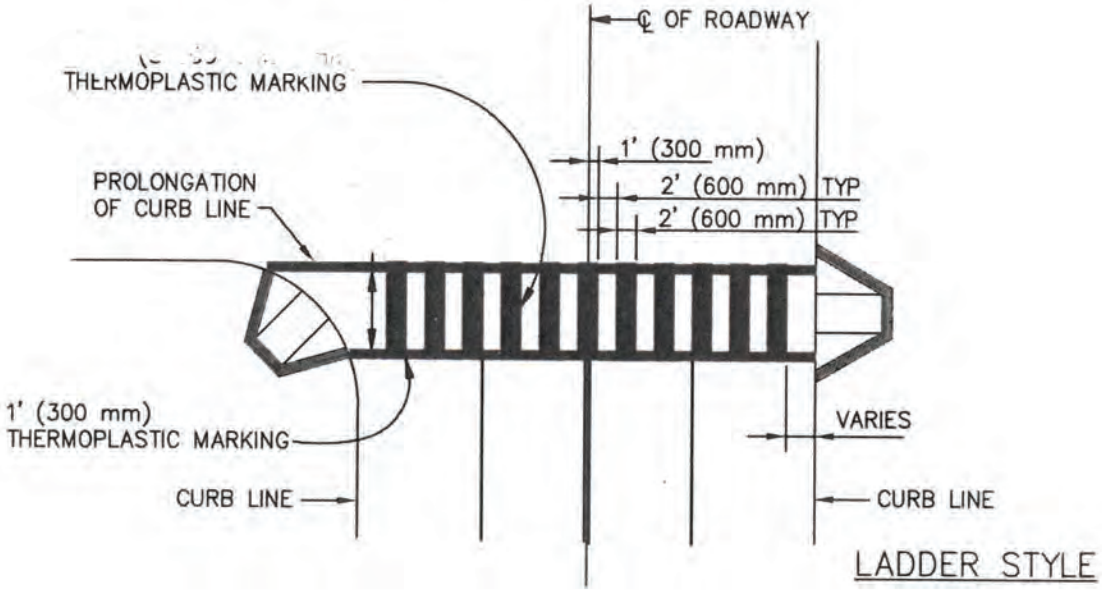
CASE I



CASE II

NOTES:

2. CASE II SHALL BE USED ONLY IF THE 5' (1.5 m) MINIMUM DIMENSION FOR CASE I CANNOT BE MAINTAINED.
3. CASE I SHALL BE USED WITH 90° DELTA AND 25' (7.5 m) OR GREATER CURB RETURN RADIUS.



LADDER STYLE

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 2011	**CROSSWALK STRIPING**	STANDARD PLAN **174–0**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 1

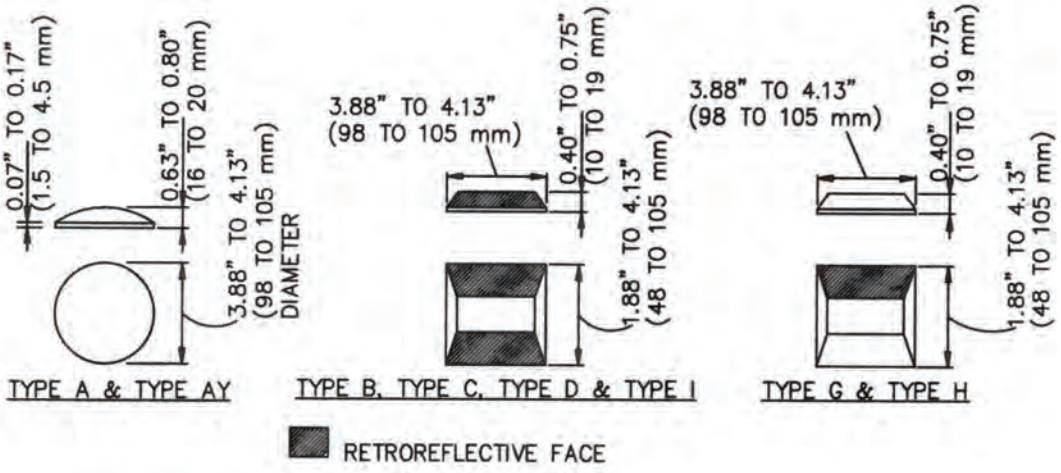
LEGEND

MARKERS

- TYPE A WHITE NON-REFLECTIVE
- TYPE AY YELLOW NON-REFLECTIVE
- TYPE B CLEAR TWO-WAY RETROREFLECTIVE
- TYPE RED / CLEAR RETROREFLECTIVE
- TYPE D YELLOW TWO-WAY RETROREFLECTIVE
- TYPE G CLEAR ONE-WAY RETROREFLECTIVE
- TYPE H YELLOW ONE-WAY RETROREFLECTIVE
- TYPE I BLUE TWO-WAY RETROREFLECTIVE

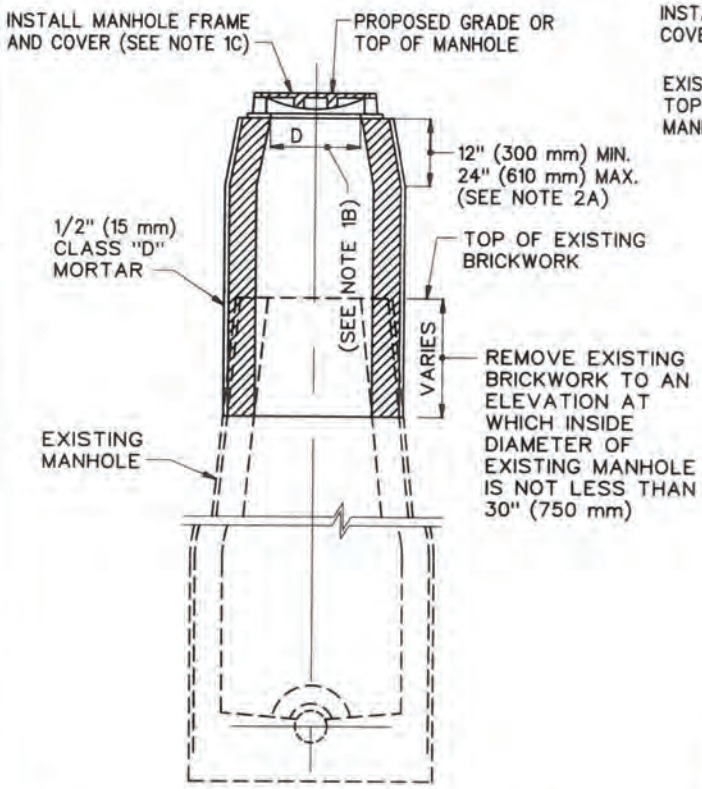
LINES

- 4" WHITE
- 4" YELLOW
- DIRECTION OF TRAVEL

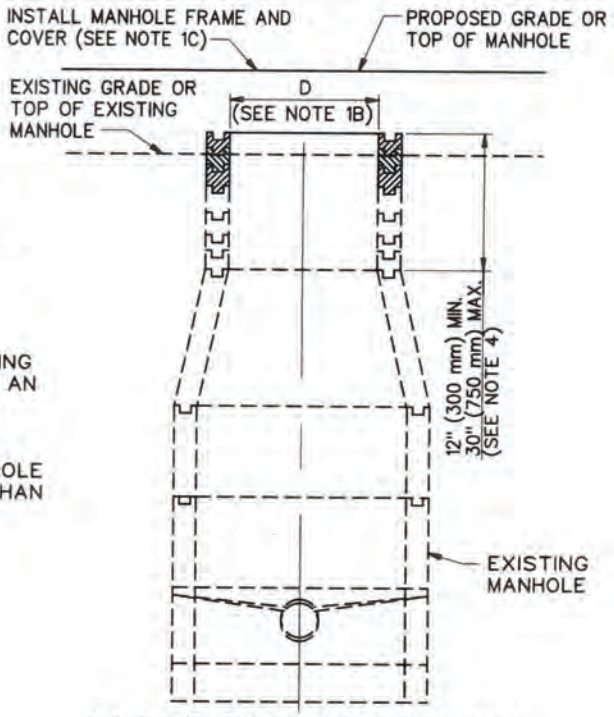


MARKER DETAILS

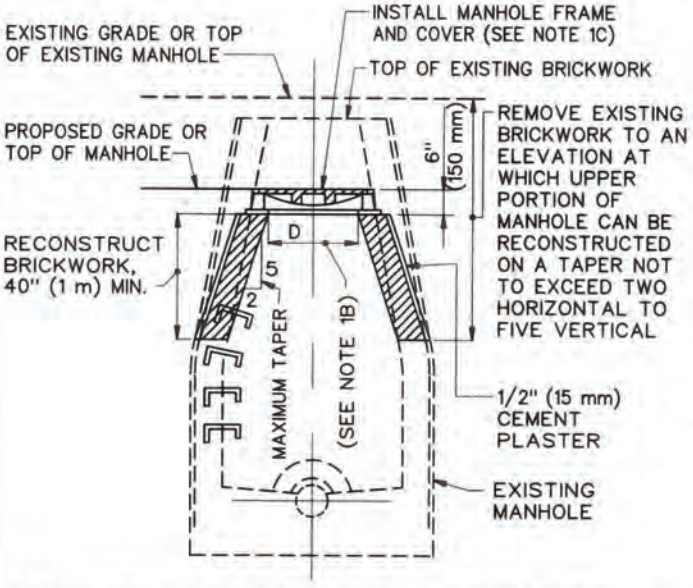
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
PAVEMENT MARKERS AND TRAFFIC LINES	**170-0**
	SHEET 3 OF 4



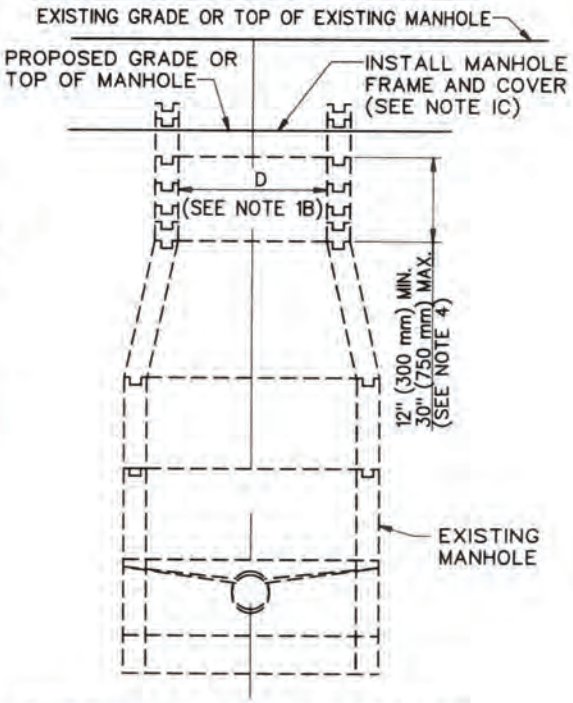
RAISING EXISTING BRICK MANHOLES



RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES



LOWERING EXISTING BRICK MANHOLES



LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

BRICK MANHOLES

PRECAST CONCRETE SEWER MANHOLES

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009, 2021

SEWER MANHOLE ADJUSTMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 205-3

SHEET 1 OF 3

5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.

B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.

C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTNG MORTAR IS REMOVED, AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.

6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT

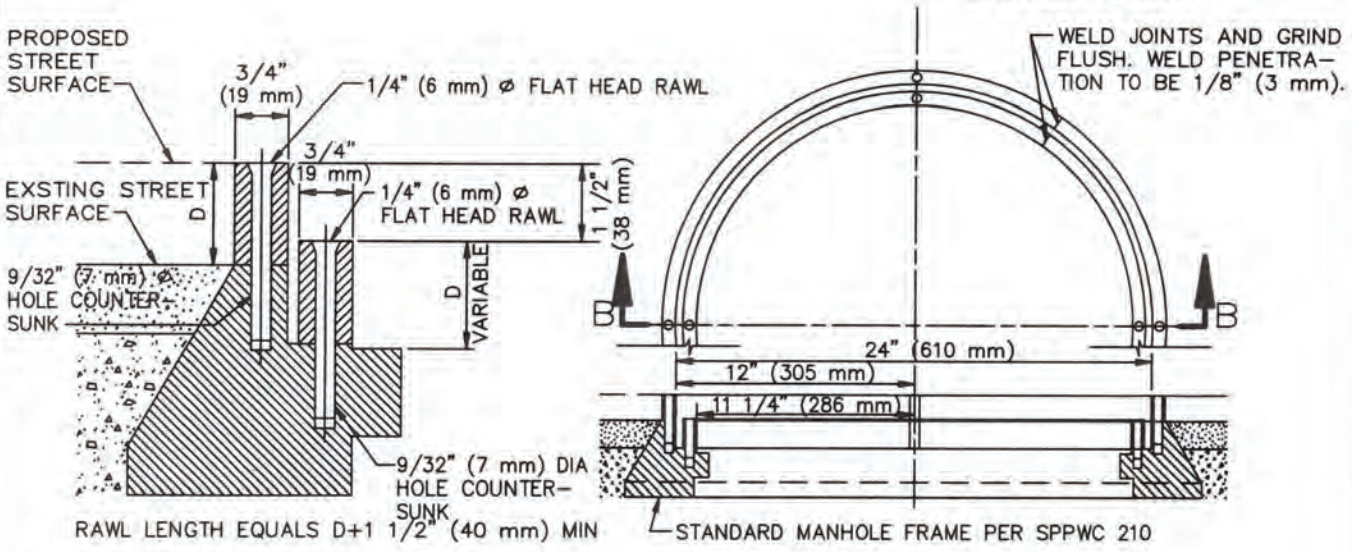
UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:

A. THE MAXIMUM ID OF SEWER PIPE CONNNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).

B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.

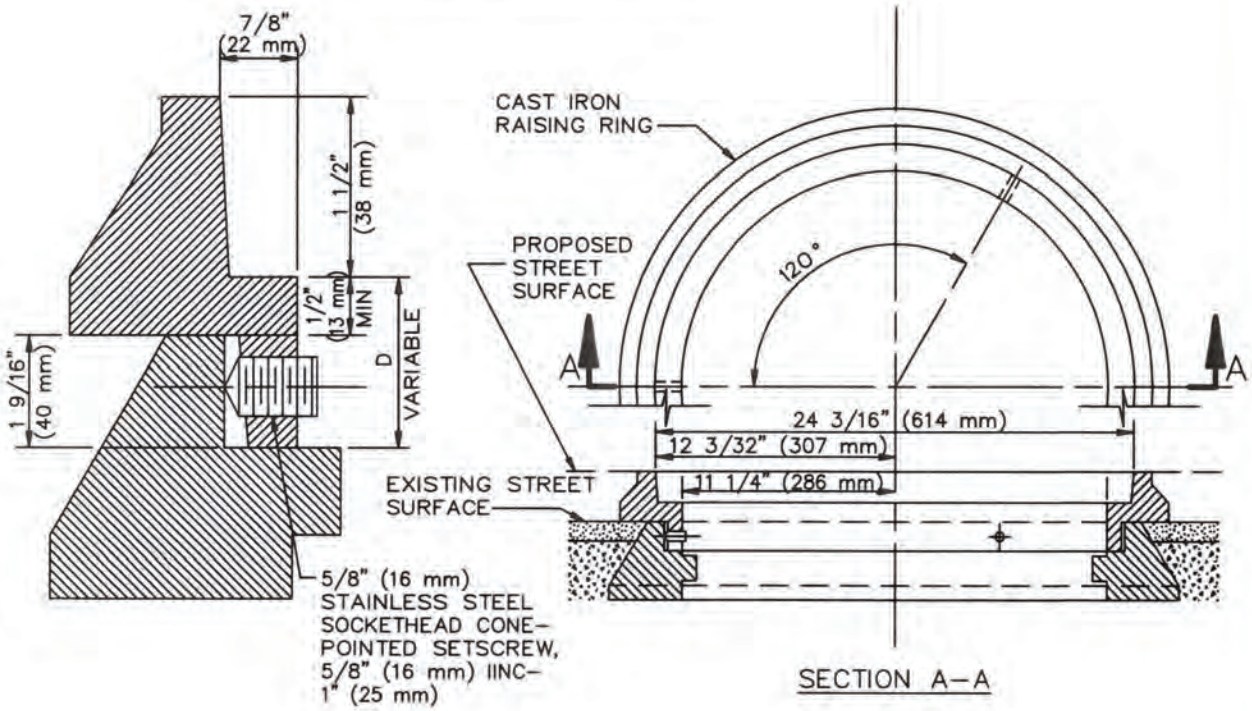
C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.

RAISING RINGS TO BE MADE OF STEEL, ASTM DESIGNATION AT MERCHANT QUALITY



SECTION B–B

STEEL RAISING RINGS



SECTION A–A

CAST IRON RAISING RINGS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

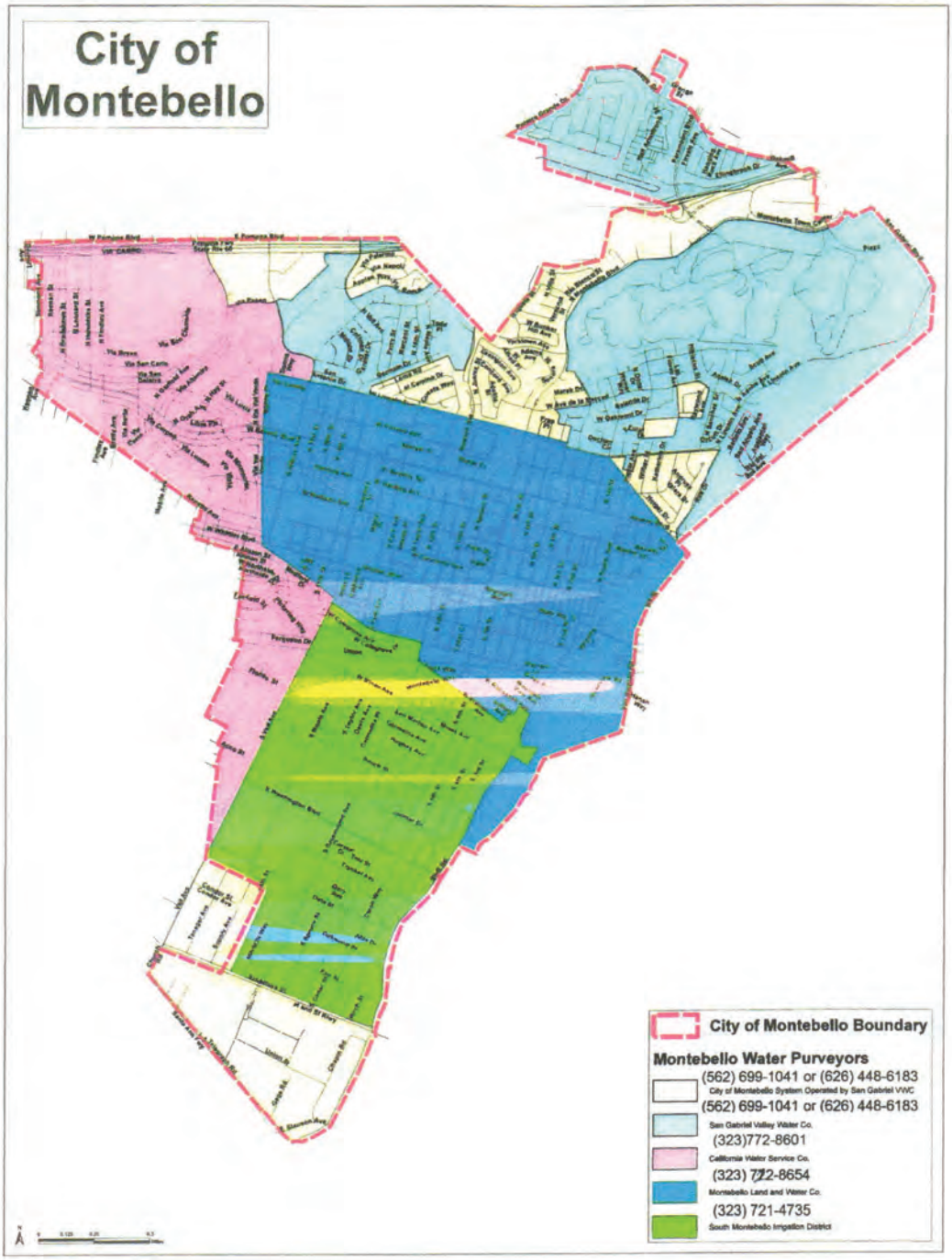
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

MANHOLE RAISING RINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

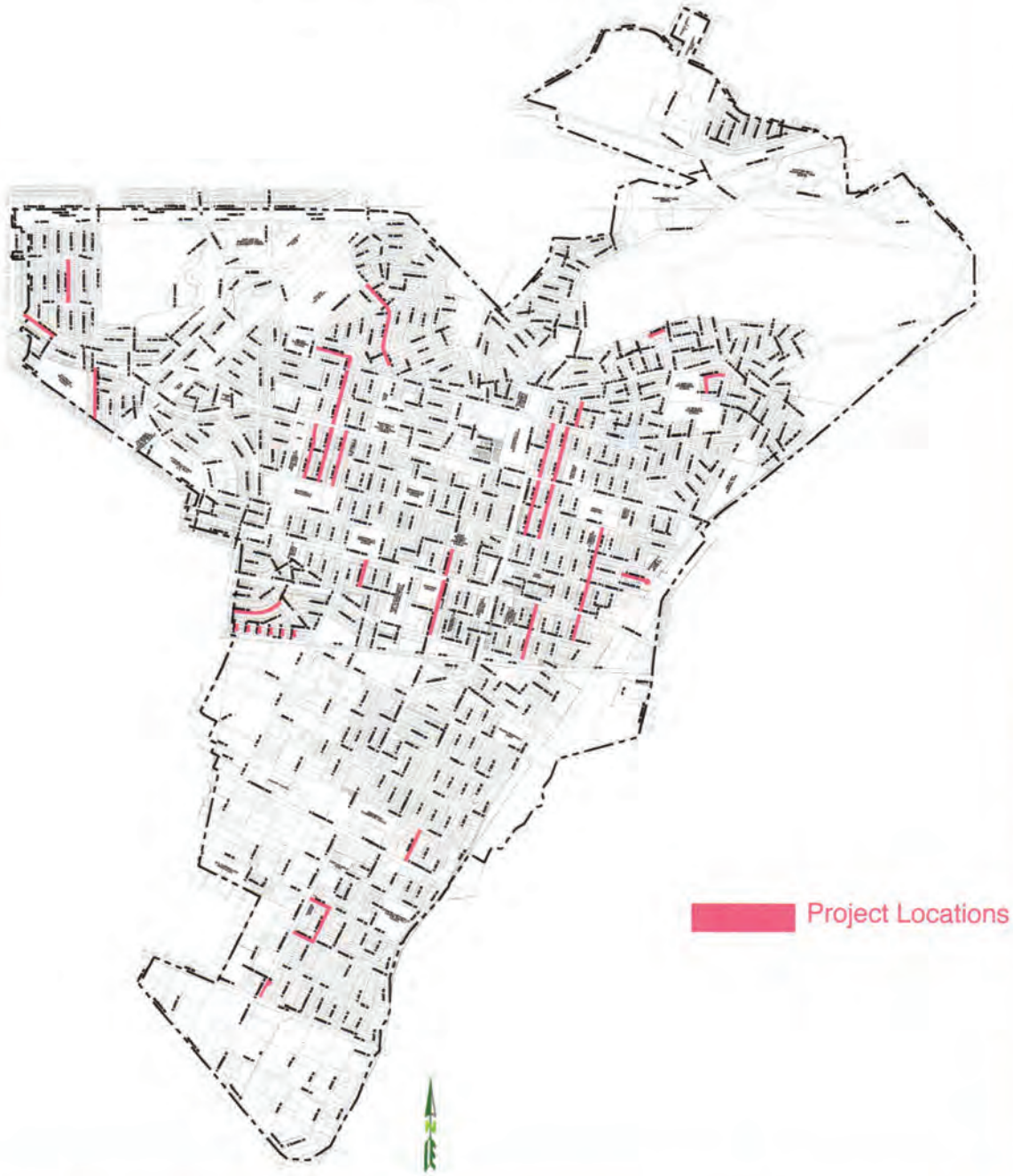
STANDARD PLAN 206–2

SHEET 1 OF 2


City of Montebello
City of Montebello Boundary
Montebello Water Purveyors
(562) 699-1041 or (626) 448-6183
City of Montebello System Operated by San Gabriel VWC
(562) 699-1041 or (626) 448-6183
San Gabriel Valley Water Co.
(323)772-8601
California Water Service Co.
(323) 722-8654
Montebello Land and Water Co.
(323) 721-4735
South Montebello Irrigation District

City of Montebello

CITY MAP



CP944 - FY 2025-26 SB1 Annual Year 1 Street Improvement Project

APPENDIX "C"

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

Per this requirement, provide the following information:

_____

Contractor Name

_____

Contractor Department of Industrial Relations Registration Number:

_____

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “D-1 & D-2”

CONCRETE

APPENDIX C

The document is a report by the American Concrete Institute (ACI) that discusses the causes, evaluation, and repair methods for cracks in concrete structures.

Causes and Control of Cracking in Concrete

This section outlines the various causes of cracks in concrete and methods to control them.

- Cracks can occur in both plastic and hardened concrete.
- Plastic shrinkage cracking is caused by rapid moisture loss, leading to tensile stresses and shallow cracks.
- Settlement cracking occurs due to local restraint during consolidation, influenced by bar size, slump, and cover.
- Drying shrinkage in hardened concrete can lead to cracks due to moisture loss, with a shrinkage potential of up to 1%.
- Thermal stresses arise from temperature differentials, causing tensile stresses that can lead to cracking.
- Chemical reactions, such as alkali-silica reactions, can cause expansive reactions and cracking.
- Weathering processes, including freezing and thawing, can damage concrete and lead to cracking.
- Corrosion of reinforcement can cause local radial cracks due to volume expansion from rust formation.
- Poor construction practices, such as adding excess water, can lead to increased cracking.
- Construction overloads can induce severe stresses, resulting in permanent cracks.

Evaluation of Cracking in Concrete

This section discusses the evaluation techniques for assessing cracks in concrete structures.

- Evaluation involves determining the location and extent of cracks.
- Proper selection of repair procedures is crucial based on the evaluation findings.
- Techniques for evaluation include visual inspection and measurement of crack width and depth.

Methods of Crack Repair in Concrete

This section details various methods available for repairing cracks in

concrete structures.

- Epoxy injection is a common method for repairing cracks.
- Routing and sealing can be used to address surface cracks.
- Stitching and additional reinforcement can provide structural support.
- Drilling and plugging, gravity filling, and grouting are also effective repair techniques.
- Drypacking and crack arrest methods can be employed for specific types of cracks.
- Polymer impregnation and surface treatments can enhance durability and appearance.
- Autogenous healing is a natural process that can occur in some concrete mixes.

Summary and Acknowledgments

This section summarizes the report and acknowledges contributions.

- The report provides guidance on the causes, evaluation, and repair of cracks in concrete.
- Acknowledgments are given to committee members and contributors involved in the report's preparation.
- The document serves as a resource for practitioners in the field of concrete construction.

Effects of Construction Loads on Concrete

In cold climates, construction loads can unintentionally affect cast-in-place concrete due to heating practices.

- Heaters should be positioned away from exterior concrete members to prevent high thermal gradients.
- High thermal gradients can lead to localized drying shrinkage and carbonation cracking.
- Construction activities can impose loads that exceed design limits, necessitating strict control to avoid overloads.
- Designers must provide load limitations, and construction personnel must adhere to these guidelines.

Design and Detailing Errors in Concrete

Improper design and detailing can lead to various issues in concrete structures, from aesthetic problems to catastrophic failures.

- Common errors include poorly detailed reentrant corners, inadequate reinforcement, and lack of contraction joints.

- High-stress concentrations near reentrant corners can initiate cracks, especially in window and door openings.
- Insufficient reinforcement in nonstructural members can lead to excessive cracking under load.
- Properly designed walls should have contraction joints spaced 1 to 3 times the wall height to accommodate volume changes.

Externally Applied Loads and Cracking

Load-induced tensile stresses are a well-known cause of cracking in concrete members.

- Crack width increases with higher steel stress, cover thickness, and concrete area surrounding reinforcing bars.
- The most significant variable affecting crack width is steel stress.
- A simplified equation predicts maximum surface crack width in bending: w = 0.076 x (ratio) x (steel stress) x (cover thickness) x (area).
- ACI 318 limits crack widths to 0.016 in. for interior exposure and 0.013 in. for exterior exposure.

Evaluation of Cracking in Concrete

Identifying the cause and extent of cracking is crucial before repairs are made.

- Cracks should be evaluated to determine if they indicate current or future structural problems.
- Observations, drawings, and construction records should be reviewed to assess the situation.
- Cracks that impair strength, stiffness, or durability require repair, especially in water-retaining structures.
- Monitoring crack movement and using nondestructive testing can provide insights into the condition of the concrete.

Selection of Repair Procedures for Cracks

Repair methods should be chosen based on the evaluation of cracking causes and desired outcomes.

- Objectives of repairs may include restoring strength, improving watertightness, or enhancing appearance.
- Epoxy injection can restore tensile strength across cracks, but the underlying cause must be addressed.
- Routing and sealing is a simpler method for non-structural

repairs, while stitching can reestablish tensile strength.
- Additional reinforcement may be necessary for significant cracks, and post-tensioning can close cracks effectively.

Methods of Crack Repair in Concrete

Various techniques exist for repairing cracks, each suited for specific conditions and types of cracks.

- Epoxy injection is effective for cracks as narrow as 0.002 in. but requires careful execution.
- Routing and sealing involves enlarging cracks and filling them with sealant, suitable for flat surfaces.
- Stitching uses U-shaped metal units to span cracks, enhancing tensile strength.
- Chemical grouting can fill very fine cracks, while drypacking is used for dormant cracks with low water content.

Autogenous Healing in Concrete

Autogenous healing is a natural process that can repair cracks in moist environments.

- Healing occurs through continued cement hydration and carbonation of calcium hydroxide.
- Saturation of cracks with water is essential for effective healing.
- Healing is ineffective if cracks are active or subjected to movement during the healing period.

Summary of Crack Evaluation and Repair

The report serves as a guide for evaluating and repairing cracks in concrete structures.

- It emphasizes the importance of understanding the causes of cracking before selecting repair methods.
- Twelve repair techniques are presented, each with specific advantages and applications.
- The report highlights the need for careful evaluation and selection of repair procedures based on desired outcomes.

Cracks in Concrete and Their Detection

This section discusses various studies and methods related to the detection and analysis of cracks in concrete structures.

- Kelly (1981) explores the nature of cracks in concrete, providing insights into their causes and implications.
- Knab et al. (1983) evaluate the use of ultrasonics for detecting cracks, highlighting its effectiveness in laboratory settings.

- Price (1982) addresses the control of cracking during construction, emphasizing preventive measures.

Curing Methods and Their Impact

This topic covers different curing techniques and their effects on concrete properties.

- Kirkbride (1971a, 1971b) reviews accelerated curing procedures and discusses burner curing methods.
- Mansfield (1948) presents curing as a thermodynamic problem, indicating its complexity.
- Nurse (1949) examines steam curing, detailing its benefits and applications in concrete production.

Repair Techniques for Cracked Concrete

This section outlines various methods for repairing cracked concrete, focusing on innovative materials and techniques.

- Rodler et al. (1989) discuss the use of high molecular weight methacrylates for repairing cracks.
- Stratton et al. (1978) detail epoxy injection and rebar insertion as effective repair strategies for cracked structural concrete.
- Smith (1992) investigates epoxy injection for bridge deck delaminations, showcasing its practical applications.

Durability and Performance of Concrete Structures

This topic addresses the durability of concrete, particularly in bridge decks and other critical structures.

- NCHRP Synthesis of Highway Practice No. 57 (1979) focuses on the durability of concrete bridge decks, providing insights into common issues.
- Verbeck (1975) discusses corrosion mechanisms of steel in concrete, emphasizing the importance of protective measures.
- Webster et al. (1978) explore bridge deck impregnation techniques in Texas, highlighting their effectiveness in enhancing durability.

Advances in Concrete Testing Methods

This section highlights advancements in non-destructive testing methods for concrete evaluation.

- Malhotra and Carino (1991) compile a handbook on nondestructive testing, serving as a comprehensive resource.
- Sansalone and Carino (1988, 1989) study the impact-echo method for flaw detection, demonstrating its utility in both

laboratory and field settings.

- Shideler and Toennies (1963) investigate plant drying and carbonation of concrete blocks, contributing to the understanding of concrete properties.

ACI 224.1R-93
Reapproved 1998

Causes, Evaluation and Repair of Cracks in Concrete Structures

Reported by ACI Committee 224

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Secretary

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Note: Associate members Masayatsu Ohtsu, Robert L. Yuan, and Consulting Member LeRoy Lutz contribute to the revision of this document.

The causes of cracks in concrete structures are summarized The procedures used to evaluate cracking in concrete and the principal techniques for the repair of cracks are presented The key methods of crack repair are discussed and guidance is provided for their proper application

Keywords: autogenous healing; beams (supports); cement-aggregate reactions; concrete construction; concrete pavements; concrete slabs; concretes; consolidation; corrosion; cracking (fracturing); drilling; drying shrinkage; epoxy resins; evaluation; failure; grouting, heat of hydration; mass concrete; methacrylates; mix proportioning; plastics, polymers and resins; precast concrete; prestressed concrete; reinforced concrete; repairs;resurfacing; sealing settlement (structural); shrinkage; specifications; structural design; tension; thermal expansion; volume change.

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3.9-Drypacking
3.10-Crack arrest
3.11-Polymer impregnation
3.12-Overlay and surface treatments
3.13-Autogenous healing

ACI Committee Reports, Guides, Standard Practices, and Commentaries are intended for guidance in designing, planning, executing, or inspecting construction and in preparing specifications. References to these documents shall not be made in the Project Documents. If items found in these documents are desired to be a part of the Project Documents, they should be phrased in mandatory language and incorporated into the Project Documents.

AC1 224.1R-93 supersedes ACI 224.1R-90 and became effective September 1, 1993.

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Acknowledgment, pg. 224.1R-19

Chapter 5-References, pg. 224.1R-20
5.1-Recommended references
5.2-Cited references

PREFACE

Cracks in concrete have many causes. They may affect appearance only, or they may indicate significant structural distress or a lack of durability. Cracks may represent the total extent of the damage, or they may point to problems of greater magnitude. Their significance depends on the type of structure, as well as the nature of the cracking. For example, cracks that are acceptable for buildings may not be acceptable in water-retaining structures.

The proper repair of cracks depends on knowing the causes and selecting the repair procedures that take these causes into account; otherwise, the repair may only be temporary. Successful long-term repair procedures must attack the causes of the cracks as well as the cracks themselves.

To aid the practitioner in pinpointing the best solution to a cracking problem, this report discusses the causes, evaluation procedures, and methods of repair of cracks in concrete. Chapter 1 presents a summary of the causes of cracks and is designed to provide background for the evaluation of cracks. Chapter 2 describes evaluation techniques and criteria. Chapter 3 describes the methods of crack repair and includes a discussion of a number of techniques that are available. Many situations will require a combination of methods to fully correct the problem.

Preface to the 1991 Revision

Following the initial publication of ACI 224.1R in 1985, the Committee processed two minor revisions. One revision, published as ACI 224.lR-89 simply updated the format of recommended references. A second minor revision contained minor technical revisions and editorial corrections in the document, and added a new section to Chapter 3, regarding the use of high-molecular-weight methacrylates as sealer/healers.

During 1990 a Committee 224 Task Croup reviewed the document and recommended the revisions contained herein. Chapter 1 has been altered in only minor detail. The introduction to Chapter 2 has been revised extensively, and additional minor revisions have been made to the rest of the Chapter. In Chapter 3, the section on routing and sealing has been rewritten to include flexible sealing and overbanding of cracks, and it is updated to reflect current materials and construction practices. Section 3.2 on epoxy injection has been revised to be somewhat more general and reflect current practice. The former section on high-molecular-weight methacrylates has been moved to Section 3.7 and retitled "Gravity Filling." This recognizes the point that "high-molecular-weight methacrylate" is a material, and not a method. References are presented in Chapter 5; citations throughout the text have been revised to employ the author/date format. Several new references have been added.

Additional revision of the report is ongoing. Committee 224 invites comment from the readers and users of this report on new developments, or alternate viewpoints *on the Causes, Evaluation, and Repair of Cracks in Concrete Structures.*

CHAPTER 1-CAUSES AND CONTROL OF CRACKING

1.1-Introduction

This chapter presents a brief summary of the causes of cracks and means for their control. Cracks are categorized as occurring either in plastic concrete or hardened concrete (Kelly 1981; Price 1982). In addition to the information provided here, further details are presented in ACI 224R and articles by Carlson et al. (1979), Kelly (1981), Price (1982), and Abdun-Nur (1983). Additional references are cited throughout the chapter.

1.2-Cracking of plastic concrete

1.2.1 *Plastic shrinkage cracking*-"Plastic shrinkage cracking (Fig. 1.1) occurs...when subjected to a very rapid loss of moisture caused by a combination of factors which include air and concrete temperatures, relative humidity, and wind velocity at the surface of the concrete. These factors can combine to cause high rates of surface evaporation in either hot or cold weather."

When moisture evaporates from the surface of freshly placed concrete faster than it is replaced by bleed water, the surface concrete shrinks. Due to the restraint provided by the concrete below the drying surface layer, tensile stresses develop in the weak, stiffening plastic concrete, resulting in shallow cracks of varying depth which

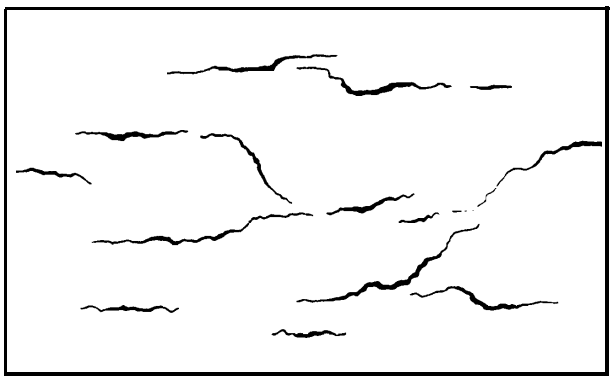


Fig. 1.1-Typical plastic shrinkage cracking (Price 1982)

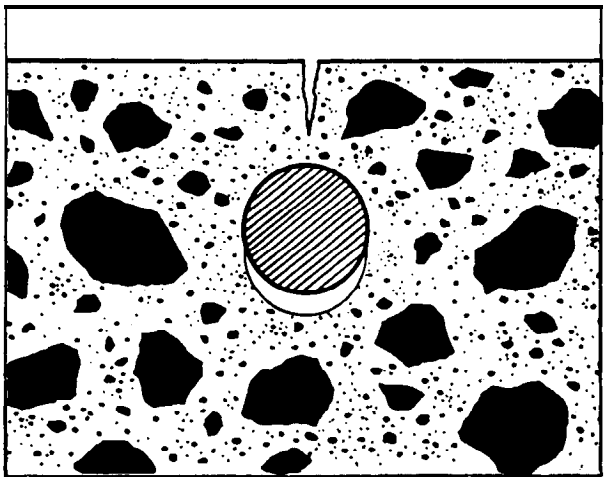


Fig. 1.2-Crack formed due to obstructed settlement (Price 1982)

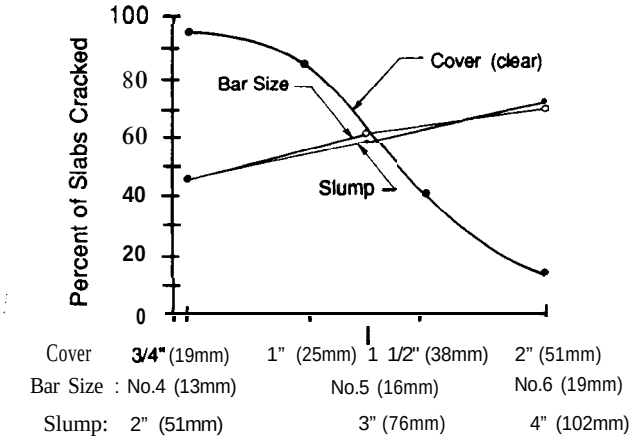


Fig. 1.3-Settlement cracking as a function of bar size, slump and cover (Dakhil et al. 1975)

may form a random, polygonal pattern, or may appear as essentially parallel to one another. These cracks are often fairly wide at the surface. They range from a few inches to many feet in length and are spaced from a few inches to as much as 10 ft (3 m) apart. Plastic shrinkage cracks begin as shallow cracks but can become full-depth cracks.

Since plastic shrinkage cracking is due to a differential volume change in the plastic concrete, successful control measures require a reduction in the relative volume change between the surface and other portions of the concrete.

Steps can be taken to prevent a rapid moisture loss due to hot weather and dry winds (ACI 224R, ACI 302.1R, ACI 305R). These measures include the use of fog nozzles to saturate the air above the surface and the use of plastic sheeting to cover the surface between finishing operations. Windbreaks to reduce the wind velocity and sunshades to reduce the surface temperature are also helpful, and it is good practice to schedule flat work after the windbreaks have been erected.

1.2.2 *Settlement cracking* — After initial placement, vibration, and finishing, concrete has a tendency to continue to consolidate. During this period, the plastic concrete may be locally restrained by reinforcing steel, a prior concrete placement, or formwork. This local restraint may result in voids and/or cracks adjacent to the restraining element (Fig. 1.2). When associated with reinforcing steel, settlement cracking increases with increasing bar size, increasing slump, and decreasing cover (Dakhil et al. 1975). This is shown in Fig. 1.3 for a limited range of these variables. The degree of settlement cracking may be intensified by insufficient vibration or by the use of leaking or highly flexible forms.

Form design (ACI 347R) and vibration (and revibration), provision of a time interval between the placement of concrete in columns or deep beams and the placement of concrete in slabs and beams (ACI 309.2R), the use of the lowest possible slump, and an increase in concrete cover will reduce settlement cracking.

1.3-Cracking of hardened concrete

1.3.1 *Drying shrinkage*-A common cause of cracking in concrete is restrained drying shrinkage. Drying shrinking is caused by the loss of moisture from the cement paste constituent, which can shrink by as much as 1 percent. Fortunately, aggregate provides internal restraint that reduces the magnitude of this volume change to about 0.06 percent. On wetting, concrete tends to expand.

These moisture-induced volume changes are a characteristic of concrete. If the shrinkage of concrete could take place without restraint, the concrete would not crack. It is the combination of shrinkage and restraint (usually provided by another part of the structure or by the subgrade) that causes tensile stresses to develop. When the tensile strength of concrete is exceeded, it will crack. Cracks may propagate at much lower stresses than are required to cause crack initiation.

In massive concrete elements, tensile stresses are caused by differential shrinkage between the surface and the interior concrete. The larger shrinkage at the surface causes cracks to develop that may, with time, penetrate deeper into the concrete.

The magnitude of the tensile stresses induced by volume change is influenced by a combination of factors, including the amount of shrinkage, the degree of restraint, the modulus of elasticity, and the amount of creep. The amount of drying shrinkage is influenced mainly by the amount and type of aggregate and the water content of the mix. The greater the amount of aggregate, the smaller the amount of shrinkage (Pickett 1956). The higher the stiffness of the aggregate, the more effective it is in reducing the shrinkage of the concrete (*i.e.*, the shrinkage of concrete containing sandstone. aggregate may be more than twice that of concrete with granite,

basalt, or limestone (Carlson 1938)). The higher the water content, the greater the amount of drying shrinkage (U.S. Bureau of Reclamation 1975).

Surface crazing (alligator pattern) on walls and slabs is an example of drying shrinkage on a small scale. Crazing usually occurs when the surface layer of the concrete has a higher water content than the interior concrete. The result is a series of shallow, closely spaced, fine cracks.

Drying shrinkage can be reduced by increasing the amount of aggregate and reducing the water content. A procedure that will help reduce settlement cracking, as well as drying shrinkage in walls, is reducing the water content of the concrete as the wall is placed from the bottom to the top. Using this procedure, bleed water from the lower portions of the wall will tend to equalize the water content within the wall. To be successful, this procedure needs careful control of the concrete and proper consolidation.

Shrinkage cracking can be controlled by using contraction joints and steel detailing. Shrinkage cracking may also be reduced by using shrinkage-compensating cement. The reduction or elimination of subslab restraint can also be effective in reducing shrinkage cracking in slabs-on-grade (Wimsatt et al. 1987). In cases where crack control is particularly important, the minimum requirements of ACI 318 are not always adequate. These points are discussed in greater detail iu ACI 224R, which describes additional construction practices designed to help control the drying shrinkage cracking that does occur, and in ACI 224.3R, which describes the use and function of joints in concrete construction.

1.3.2 *Thermal stresses*-Temperature differences within a concrete structure may be caused by portions of the structure losing heat of hydration at different rates or by the weather conditions cooling or heating one portion of the structure to a different degree or at a different rate than another portion of the structure. These temperature differences result in differential volume changes. When the tensile stresses due to the differential volume changes exceed the tensile stress capacity, concrete will crack. The effects of temperature differentials due to different rates of heat dissipation of the heat of hydration of cement are normally associated with mass concrete (which can include large columns, piers, beams, and footings, as well as dams), while temperature differentials due to changes in the ambient temperature can affect any structure.

Cracking in mass concrete can result from a greater temperature on the interior than on the exterior. The temperature gradient may be caused by either the center of the concrete heating up more than the outside due to the liberation of heat during cement hydration or more rapid cooling of the exterior relative to the interior. Both cases result in tensile stresses on the exterior and, if the tensile strength is exceeded, cracking will occur. The tensile stresses are proportional to the temperature differential, the coefficient of thermal expansion, the effective modulus of elasticity (which is reduced by creep), and the degree of restraint (Dusinberre 1945; Houghton 1972, 1976). The more massive the structure, the greater the potential for temperature differential and restraint.

Procedures to help reduce thermally-induced cracking include reducing the maximum internal temperature, delaying the onset of cooling, controlling the rate at which the concrete cools, and increasing the tensile strength of the concrete. These and other methods used to reduce cracking in massive concrete are presented in ACI 207.1R, ACI 207.2R, ACI 207.4R, and ACI 224R.

Hardened concrete has a coefficient of thermal expansion that may range from 4 to 9 x 10^{-6} F (7 to 11 x 10" C), with a typical value of 5.5 x 10^{-6} F (10 x 10^{-6} C). When one portion of a structure is subjected to a temperature-induced volume change, the potential for thermally-induced cracking exists. Designers should give special consideration to structures in which some portions are exposed to temperature changes, while other portions of the structure are either partially or completely protected. A drop in temperature may result in cracking in the exposed element, while increases in temperature may cause cracking in the protected portion of the structure. Temperature gradients cause deflection and rotation in structural members; if restrained, serious stresses can result (Priestly 1978; Hoffman et al. 1983; ACI 343R). Allowing for movement by using properly designed contraction joints and correct detailing will help alleviate these problems.

1.3.3 *Chemical reaction*-Deleterious chemical reactions may cause cracking of concrete. These reactions may be due to materials used to make the concrete or materials that come into contact with the concrete after it has hardened.

Some general concepts for reducing adverse chemical reactions are presented here, but only pretesting of the mixture or extended field experience will determine the effectiveness of a specific measure.

Concrete may crack with time as the result of slowly developing expansive reactions between aggregate containing active silica and alkalies derived from cement hydration, admixtures, or external sources (*e.g.*, curing water, ground water, alkaline solutions stored or used in the finished structure.)

The alkali-silica reaction results in the formation of a swelling gel, which tends to draw water from other portions of the concrete. This causes local expansion and accompanying tensile stresses, and may eventually result in the complete deterioration of the structure. Control measures include proper selection of aggregates, use of low alkali cement, and use of pozzolans, which themselves contain very fine, highly active silicas. The first measure may preclude the problem from occurring, while the later two measures have the effect of decreasing the alkali to reactive silica ratio, resulting in the formation of a nonexpanding calcium alkali silicate.

Certain carbonate rocks participate in reactions with alkalies which, in some instances, produce detrimental expansion and cracking. These detrimental alkali-carbonate

reactions are usually associated with argillaceous dolomitic limestones which have a very fine grained (cryptocrystalline) structure (ACI 201.2R). The affected concrete is characterized by a network pattern of cracks. The reaction is distinguished from the alkali-silica reaction by the general absence of silica gel surface deposits at the crack. The problem may be minimized by avoiding reactive aggregates, dilution with nonreactive aggregates, use of a smaller maximum size aggregate, and use of low-alkali cement (ACI 201.2R).

Sulfate-bearing waters are a special durability problem for concrete. When sulfate penetrates hydrated cement paste, it comes in contact with hydrated calcium aluminate. Calcium sulfoaluminate is formed, with a subsequently large increase in volume, resulting in high local tensile stresses that lead to cracking which causes development of closely spaced cracking and deterioration. ASTM C 150 Types II and V portland cement, which are low in tricalcium aluminate, will reduce the severity of the problem. The blended cements specified in ASTM C 595 are also useful in this regard. In severe cases, some pozzolans, known to impart additional resistance to sulfate attack, could be used after adequate testing.

Detrimental conditions may also occur from the application of deicing salts to the surface of hardened concrete. Concrete subjected to water soluble salts should be amply air entrained, have adequate cover of the reinforcing steel, and be made of high-quality, low permeability concrete.

The effects of these and other problems relating to the durability of concrete are discussed in greater detail in ACI 201.2R.

The calcium hydroxide in hydrated cement paste will combine with carbon dioxide in the air to form calcium carbonate. Since calcium carbonate has a smaller volume than the calcium hydroxide, shrinkage will occur (commonly known as carbonation shrinkage). This situation may result in significant surface crazing and may be especially serious on freshly placed surfaces during the first 24 hours when improperly vented combustion heaters are used to keep concrete warm during the winter months.

With the exception of surface carbonation, very little can be done to protect or repair concrete that has been subjected to the types of chemical attack described above (ACI 201.2R).

1.3.4 *Weathering*-The weathering processes that can cause cracking include freezing and thawing, wetting and drying, and heating and cooling. Cracking of concrete due to natural weathering is usually conspicuous, and it may give the impression that the concrete is on the verge of disintegration, even though the deterioration may not have progressed much below the surface.

Damage from freezing and thawing is the most common weather-related physical deterioration. Concrete may be damaged by freezing of water in the paste, in the aggregate, or in both (Powers 1975).

Damage in hardened cement paste from freezing is caused by the movement of water to freezing sites and by hydraulic pressure generated by the growth of ice crystals (Powers 1975).

Aggregate particles are surrounded by cement paste which prevents the rapid escape of water. When the aggregate particles are above a critical degree of saturation, the expansion of the absorbed water during freezing may crack the surrounding cement paste or damage the aggregate itself (Callan 1952; Snowdon and Edwards 1962).

Concrete is best protected against freezing and thawing through the use of the lowest practical water-cement ratio and total water content, durable aggregate, and adequate air entrainment. Adequate curing prior to exposure to freezing conditions is also important. Allowing the structure to dry after curing will enhance its freezing and thawing durability.

Other weathering processes that may cause cracking in concrete are alternate wetting and drying, and heating and cooling. Both processes produce volume changes that may cause cracking. If the volume changes are excessive, cracks may occur, as discussed in Sections 1.3.1 and 1.3.2.

1.3.5 *Corrosion of reinforcement*-Corrosion of a metal is an electrochemical process that requires an oxidizing agent, moisture, and electron flow within the metal; a series of chemical reactions takes place on and adjacent to the surface of the metal (ACI 201.2R).

The key to protecting metal from corrosion is to stop or reverse the chemical reactions. This may be done by cutting off the supplies of oxygen or moisture or by supplying excess electrons at the anodes to prevent the formation of the metal ions (cathodic protection).

Reinforcing steel usually does not corrode in concrete because a tightly adhering protective oxide coating forms in the highly alkaline environment. This is known as passive protection.

Reinforcing steel may corrode, however, if the alkalinity of the concrete is reduced through carbonation or if the passivity of this steel is destroyed by aggressive ions (usually chlorides). Corrosion of the steel produces iron oxides and hydroxides, which have a volume much greater than the volume of the original metallic iron (Verbeck 1975). This increase in volume causes high radial bursting stresses around reinforcing bars and results in local radial cracks. These splitting cracks can propagate along the bar, resulting in the formation of longitudinal cracks (*i.e.*, parallel to the bar) or spalling of the concrete. A broad crack may also form at a plane of bars parallel to a concrete surface, resulting in delamination, a well-known problem in bridge decks.

Cracks provide easy access for oxygen, moisture, and chlorides, and thus, minor splitting cracks can create a condition in which corrosion and cracking are accelerated.

Cracks transverse to reinforcement usually do not cause continuing corrosion of the reinforcement if the concrete has low permeability. This is due to the fact that the exposed portion of a ba.r at a crack acts as an anode.

At early ages, the wider the crack, the greater the corrosion, simply because a greater portion of the bar has lost its passive protection. However, for continued corrosion to occur, oxygen and moisture must be supplied to other portions of the same bar or bars that are electrically connected by direct contract or through hardware such as chair supports. If the combination of density and cover thickness is adequate to restrict the flow of oxygen and moisture, then the corrosion process is self sealing (Verbeck 1975).

Corrosion can continue if a longitudinal crack forms parallel to the reinforcement, because passivity is lost at many locations, and oxygen and moisture are readily available along the full length of the crack.

Other causes of longitudinal cracking, such as high bond stresses, transverse tension (for example, along stirrups or along slabs with two-way tension), shrinkage, and settlement, can initiate corrosion.

For general concrete construction, the best protection against corrosion-induced splitting is the use of concrete with low permeability and adequate cover. Increased concrete cover over the reinforcing is effective in delaying the corrosion process and also in resisting the splitting and spalling caused by corrosion or transverse tension (Gergely 1981; Beeby 1983). In the case of large bars and thick covers, it may be necessary to add small transverse reinforcement (while maintaining the minimum cover requirements) to limit splitting and to reduce the surface crack width (ACI 345R).

In very severe exposure conditions, additional protective measures may be required A number of options are available, such as coated reinforcement, sealers or overlays on the concrete, corrosion-inhibiting admixtures, and cathodic protection (NCHRP Synthesis 57). Any procedure that effectively prevents access of oxygen and moisture to the steel surface or reverses the electron flow at the anode will protect the steel. In most cases, concrete must be allowed to breathe, that is any concrete surface treatment must allow water to evaporate from the concrete.

1.3.6 *Poor construction practices*-A wide variety of poor construction practices can result in cracking in concrete structures. Foremost among these is the common practice of adding water to concrete to improve workability. Added water has the effect of reducing strength, increasing settlement, and increasing drying shrinkage. When accompanied by a higher cement content to help offset the decrease in strength, an increase in water content will also mean an increase in the temperature differential between the interior and exterior portions of the structure, resulting in increased thermal stresses and possible cracking. By adding cement, even if the water-cement ratio remains constant, more shrinkage will occur since the relative paste volume is increased.

Lack of curing will increase the degree of cracking within a concrete structure. The early termination of curing will allow for increased shrinkage at a time when the concrete has low strength. The lack of hydration of the cement, due to drying, will result not only in decreased long-term strength, but also in the reduced durability of the structure.

Other construction problems that may cause cracking are inadequate formwork supports, inadequate consolidation, and placement of construction joints at points of high stress. Lack of support for forms or inadequate consolidation can result in settlement and cracking of the concrete before it has developed sufficient strength to support its own weight, while the improper location of construction joints can result in the joints opening at these points of high stress.

Methods to prevent cracking due to these and other poor construction procedures are well known (see ACI 224R, ACI 302.1R, ACI 304R, ACI 305R, ACI 308, ACI 309R, ACI 345R, and ACI 347R), but require special attention during construction to insure their proper execution.

1.3.7 *Construction overloads*-Loads induced during construction can often be far more severe than those experienced in service. Unfortunately, these conditions may occur at early ages when the concrete is most susceptible to damage and they often result in permanent cracks.

Precast members, such as beams and panels, are most frequently subject to this abuse, but cast-in-place concrete can also be affected. A common error occurs when precast members are not properly supported during transport and erection. The use of arbitrary or convenient lifting points may cause severe damage. Lifting eyes, pins, and other attachments should be detailed or approved by the designer. When lifting pins are impractical, access to the bottom of a member must be provided so that a strap may be used. The PCI Committee on Quality Control Performance Criteria (1985, 1987) provides additional information on the causes, prevention and repair of cracking related to fabrication and shipment of precast or prestressed beams, columns, hollow core slabs and double tees.

Operators of lifting devices must exercise caution and be aware that damage may be caused even when the proper lifting accessories are used. A large beam or panel lowered too fast, and stopped suddenly, results in an impact load that may be several times the dead weight of the member. Another common construction error that should be avoided is prying up one corner of a panel to lift it off its bed or "break it loose."

When considering the support of a member for shipment, the designer must be aware of loads that may be induced during transportation. Some examples that occur during shipment of large precast members via tractor and trailer are jumping curbs or tight highway corners, torsion due to differing roadway superelevations between the trailer and the tractor, and differential acceleration of the trailer and the tractor.

Pretensioned beams can present unique cracking problems at the time of stress release-usually when the beams are less than one day old. Multiple strands must be detensioned following a specific pattern, so as not to

place unacceptable eccentric loads on the member. If all of the strands on one side of the beam are released while the strands on the other side are still stressed, cracking may occur on the side with the unreleased strands. These cracks are undesirable, but should close with the release of the balance of the strands.

In the case of a T-beam with a heavily reinforced flange and a highly prestressed thin web, cracks may develop at the web-flange junction.

Another practice that can result in cracks near beam ends is tack welding embedded bearing plates to the casting bed to hold them in place during concrete placement. The tack welds are broken only after enough prestress is induced during stress transfer to break them. Until then, the bottom of the beam is restrained while the rest of the beam is compressed. Cracks will form near the bearing plates if the welds are too strong.

Thermal shock can cause cracking of steam-cured concrete if it is treated improperly. The maximum rate of cooling frequently used is 70 F (40 C) per hour (ACI 517.2R; Verbeck 1958; Shideler and Toennies 1963; Kirkbride 1971b). When brittle aggregate is used and the strain capacity is low, the rate of cooling should be decreased. Even following this practice, thermally induced cracking often occurs. Temperature restrictions should apply to the entire beam, not just locations where temperatures are monitored. If the protective tarps used to contain the heat are pulled back for access to the beam ends when cutting the strands, and if the ambient temperatures are low, thermal shock may occur. Temperature recorders are seldom located in these critical areas.

Similar conditions and cracking potential exist with precast blocks, curbs, and window panels when a rapid surface temperature drop occurs.

It is believed by many (ACI 517.2R; Mansfield 1948; Nurse 1949; Higginson 1961; Jastnebski 1961; Butt et al. 1969; Kirkbride 1971a; Concrete Institute of Australia 1972; PCI Energy Committee 1981) that rapid cooling may cause cracking only in the surface layers of very thick units and that rapid cooling is not detrimental to the strength or durability of standard precast products (PCI Energy Committee 1981). One exception is transverse cracking observed in pretensioned beams subjected to cooling prior to detensioning. For this reason, pretensioned members should be detensioned immediately after the steam-curing has been discontinued (PCI Energy Committee 1981).

Cast-in-place concrete can be unknowingly subjected to construction loads in cold climates when heaters are used to provide an elevated working temperature within a structure. Typically, tarps are used to cover windows and door openings, and high volume heaters are operated inside the enclosed area. If the heaters are located near exterior concrete members, especially thin walls, an unacceptably high thermal gradient can result within the members. The interior of the wall will expand in relation to the exterior. Heaters should be kept away from the exterior walls to minimize this effect. Good practice also requires that this be done to avoid localized drying shrinkage and carbonation cracking.

Storage of materials and the operation of equipment can easily result in loading conditions during construction far more severe than any load for which the structure was designed. Tight control must be maintained to avoid overloading conditions. Damage from unintentional construction overloads can be prevented only if designers provide information on load limitations for the structure and if construction personnel heed these limitations.

1.3.8 *Errors in design and detailing*-The effects of improper design and/or detailing range from poor appearance to lack of serviceability to catastrophic failure. These problems can be minimized only by a thorough understanding of structural behavior (meant here in the broadest sense).

Errors in design and detailing that may result in unacceptable cracking include use of poorly detailed reentrant comers in walls, precast members and slabs, improper selection and/or detailing of reinforcement, restraint of members subjected to volume changes caused by variations in temperature and moisture, lack of adequate contraction joints, and improper design of foundations, resulting in differential movement within the structure. Examples of these problems are presented by Kaminetzky (1981) and Price (1982).

Reentrant comers provided a location for the concentration of stress and, therefore, are prime locations for the initiation of cracks. Whether the high stresses result from volume changes, in-plane loads, or bending, the designer must recognize that stresses are always high near reentrant comers. Well-known examples are window and door openings in concrete walls and dapped end beams, as shown in Fig. 1.4 and 1.5. Additional properly anchored diagonal reinforcement is required to keep the inevitable cracks narrow and prevent them from propagating.

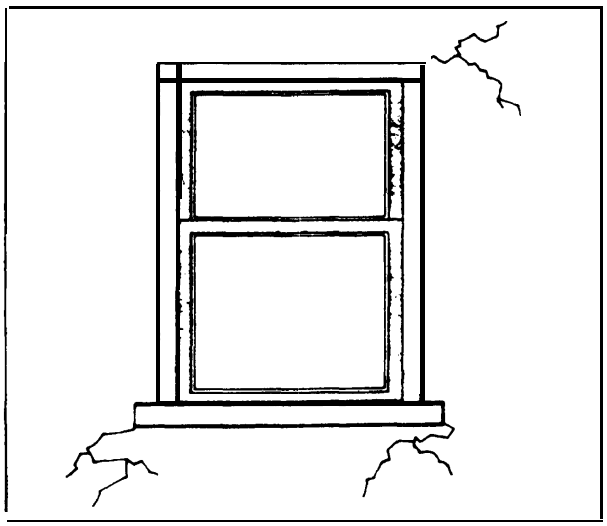


Fig. 1.4-Typical crack pattern at reentrant corners (Price 1982)

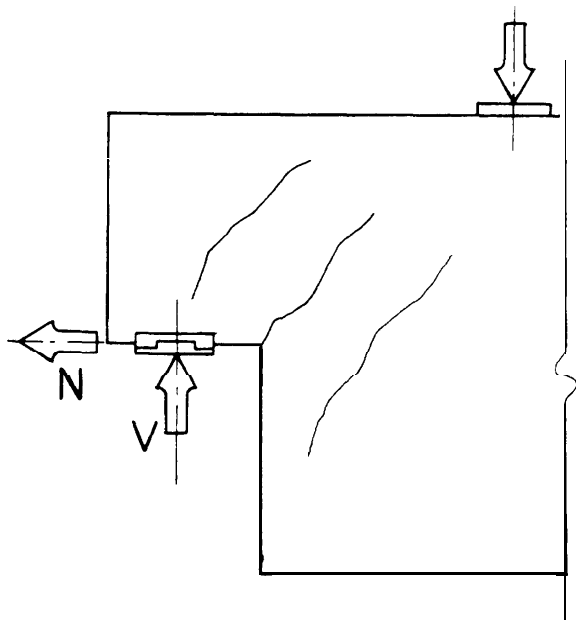


*Fig. 1.5-Typical cracking pattern of dapped end at service load**

The use of an inadequate amount of reinforcing may result in excessive cracking. A typical mistake is to lightly reinforce a member because it is a "nonstructural member." However, the member (such as a wall) may be tied to the rest of the structure in such a manner that it is required to carry a major portion of the load once the structure begins to deform. The "nonstructural element" then begins to carry loads in proportion to its stiffness. Since this member is not detailed to act structurally, unsightly cracking may result even though the safety of the structure is not in question.

The restraint of members subjected to volume changes results frequently in cracks. Stresses that can occur in concrete due to restrained creep, temperature differential, and drying shrinkage can be many times the stresses that occur due to loading. A slab, wall, or a beam restrained against shortening, even if prestressed, can easily develop tensile stresses sufficient to cause cracking. Properly designed walls should have contraction joints spaced from one to three times the wall height. Beams should be allowed to move. Cast-in-place post-tensioned construction that does not permit shortening of the prestressed member is susceptible to cracking in both the member and the supporting structure (Libby 1977). The problem with restraint of structural members is especially serious in pretensioned and precast members that may be welded to the supports at both ends. When combined with other problem details (such as reentrant comers), results may be catastrophic (Kaminetzky 1981; Mast 1981).

Improper foundation design may result in excessive differential movement within a structure. If the differential movement is relatively small, the cracking problems may be only visual in nature. However, if there is a major differential settlement, the structure may not be able to redistribute the loads rapidly enough, and a failure may occur. One of the advantages of reinforced concrete is that, if the movement takes place over a long enough period of time, creep will allow at least some load redistribution to take place.

The importance of proper design and detailing will depend on the particular structure and loading involved. Special care must be taken in the design and detailing of structures in which cracking may cause a major serviceability problem. These structures also require continuous inspection during all phases of construction to supplement the careful design and detailing.

1.3.9 *Externally applied loads*-It is well known that load-induced tensile stresses result in cracks in concrete members. This point is readily acknowledged and accepted in concrete design. Current design procedures (ACI 318 and AASHTO) Standard Specifications for Highway Bridges) use reinforcing steel, not only to carry the tensile forces, but to obtain both an adequate distriiution of cracks and a reasonable limit on crack width.

Current knowledge of flexural members provides the basis for the following general conclusions about the variables that control cracking: Crack width increases with increasing steel stress, cover thickness and area of concrete surrounding each reinforcing bar. Of these, steel stress is the most important variable. The bar diameter is not a major consideration. The width of a bottom crack increases with an increasing strain gradient between the steel and the tension face of the beam.

The equation considered to best predict the most probable maximum surface crack width in bending was developed by Gergely and Lutz (1968). A simplified version of this equation is:

$$w = 0.076\ \beta f_s (d_c A)^{0.33} \times 10^{-3} \qquad (1.1)$$

in which w = most probable maximum crack width, in.; β = ratio of distance between neutral axis and tension face to distance between neutral axis and centroid of reinforcing steel (taken as approximately 1.20 for typical beams in buildings); f_s = reinforcing steel stress, ksi; d_c = thickness of cover from tension fiber to center of bar closest thereto, in.; and A = area of concrete symmetric with reinforcing steel divided by number of bars, $in.^2$

A modification of this equation is used in ACI 318, which effectively limits crack widths to 0.016 in. (0.41 mm) for interior exposure and 0.013 in. (0.33 mm) for exterior exposure. However, considering the information presented in Section 1.3.5 which indicates little correlation between surface crack width for cracks transverse to bars and the corrosion of reinforcing, these limits do not appear to be justified on the basis of corrosion control.

*From Alan H. Mattock and Timothy C. Chan (1979). "Design and Behavior of Dapped-end Beams," *Joumal*, Prestressed Concrete Institute, V. 24, No. 6, Nov.-Dec., pp. 28-45.

There have been a number of equations developed for prestressed concrete members (ACI 224R), but no single method has achieved general acceptance.

The maximum crack width in tension members is larger than that predicted by the expression for flexural members (Broms 1965; Broms and Lutz 1965). Absence of a strain gradient and compression zone in tension members is the probable reason for the larger crack widths.

On the basis of limited data, the following expression has been suggested to estimate the maximum crack width in direct tension (ACI 224R):

$$w = 0.10\, f_s\, (d_c\, A)^{0.33} \times 10^{-3} \qquad (1.2)$$

Additional information on cracking of concrete in direct tension is provided in ACI 224.2R.

Flexural and tensile crack widths can be expected to increase with time for members subjected to either sustained or repetitive loading. Although a large degree of scatter is evident in the available data, a doubling of crack width with time can be expected (Abeles et al. 1968; Bennett and Dave 1969; Illston and Stevens 1972; Holmberg 1973; Rehm and Eligehausen 1977).

Although work remains to be done, the basic principles of crack control for load-induced cracks are well understood. Well-distriiuted reinforcing offers the best protection against undesirable cracking. Reduced steel stress, obtained through the use of a larger amount of steel, will also reduce the amount of cracking. While reduced cover will reduce the surface crack width, designers must keep in mind, as pointed out in Section 1.3.5, that cracks (and therefore, crack widths) perpendicular to reinforcing steel do not have a major effect on the corrosion of the steel, while a reduction in cover will be detrimental to the corrosion protection of the reinforcing.

CHAPTER 2-EVALUATION OF CRACKING

2.1-Introduction

When anticipating repair of cracks in concrete, it is important to first identify the location and extent of cracking. It should be determined whether the observed cracks are indicative of current or future structural problems, taking into consideration the present and anticipated future loading conditions. The cause of the cracking should be established before repairs are specified. Drawings, specifications, and construction and maintenance records should be reviewed. If these documents, along with field observations, do not provide the needed information, a field investigation and structural analysis should be completed before proceeding with repairs.

The causes of cracks are discussed in Chapter 1. A detailed evaluation of observed cracking can determine which of those causes applies in a particular situation.

Cracks need to be repaired if they reduce the strength, stiffness, or durability of the structure to an unacceptable level, or if the function of the structure is seriously impaired. In some cases, such as cracking in water-retaining structures, the function of the structure will dictate the need for repair, even if strength, stiffness, or appearance are not significantly affected. Cracks in pavements and slabs-on-grade may require repair to prevent edge spalls, migration of water to the subgrade, or to transmit loads. In addition, repairs that improve the appearance of the surface of a concrete structure may be desired.

2.2-Determination of location and extent of concrete cracking

Location and extent of cracking, as well as information on the general condition of concrete in a structure, can be determined by both direct and indirect observations, nondestructive and destructive testing, and tests of cores taken from the structure. Information may also be obtained from drawings and construction and maintenance records.

2.2.1 *Direct and indirect observation*-The locations and widths of cracks should be noted on a sketch of the structure. A grid marked on the surface of the structure can be useful to accurately locate cracks on the sketch.

Crack widths can be measured to an accuracy of about 0.001 in. (0.025 mm) using a crack comparator, which is a small, hand-held microscope with a scale on the lens closest to the surface being viewed (Fig. 2.1). Crack widths may also be estimated using a clear comparator card having lines of specified width marked on the card. Observations such as spalling, exposed reinforcement, surface deterioration, and rust staining should be noted on the sketch. Internal conditions at specific crack locations can be observed with the use of flexible shaft fiberscopes or rigid borescopes.

Crack movement can be monitored with mechanical movement indicators of the types shown in Fig. 2.2. The indicator, or crack monitor, shown in Fig. 2.2 (a) gives a direct reading of crack displacement and rotation. The indicator in Fig. 2.2 (b) (Stratton et al. 1978) amplifies the crack movement (in this case, 50 times) and indicates the maximum range of movement during the measurement period. Mechanical indicators have the advantage

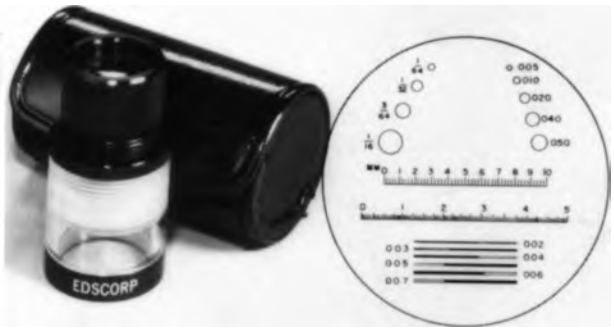
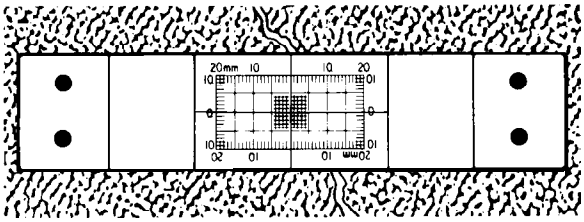
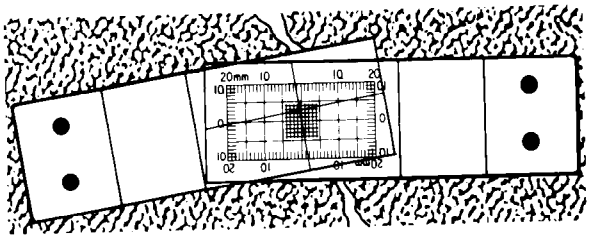


Fig. 2.1-Comparator for measuring crack widths (courtesy of Edmound Scientific Co.)

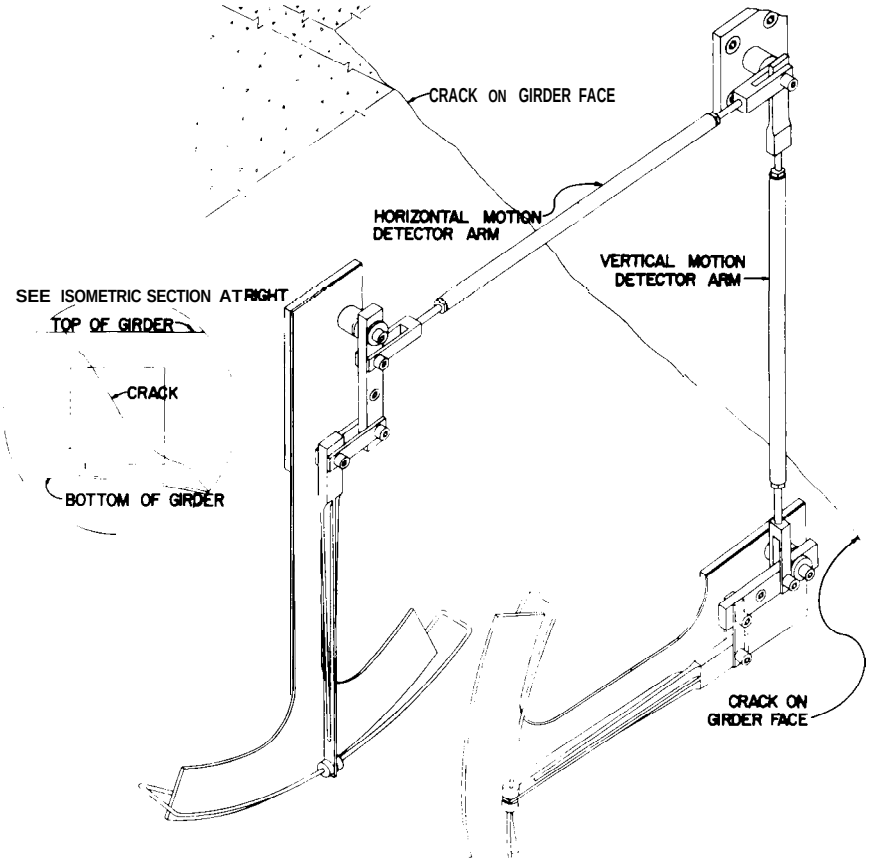


Newly Mounted Monitor



Monitor After Crack Movement

(a)-Crack monitor (courtesy of Avongard)



(b)-Crack movement indicator (Stratton et al. 1978)

Figure 2.2

Fig. 2.3-Pachometer (reinforcing bar locator) (courtesy of James Instruments)

that they do not require moisture protection. If more detailed time histories are desired, a wide range of transducers (most notably linear variable differential transformers or LVDT'S) and data acquisition systems (ranging from strip chart recorders to computer-based systems) are available.

Sketches can be supplemented by photographs documenting the condition of the structure at the time of investigation. Guidance for making a condition survey of concrete in service is given in ACI 201.1R, ACI 201.3R, ACI 207.3R, ACI 345.1R, and ACI 546.1R.

2.2.2 *Nondestructive testing*-Nondestructive tests can be made to determine the presence of internal cracks and voids and the depth of penetration of cracks visible at the surface.

Tapping the surface with a hammer or using a chain drag are simple techniques to identify laminar cracking near the surface. A hollow sound indicates one or more cracks below and parallel to the surface.

The presence of reinforcement can be determined using a pachometer (Fig. 2.3) (Malhotra 1976). A number of pachometers are available that range in capability from merely indicating the presence of steel to those that may be calibrated to allow the experienced user a closer determination of depth and the size of reinforcing steel. In some cases, however, it may be necessary to remove the concrete cover (often by drilling or chipping) to identify the bar sizes or to cahbrate cover measurements, especially in areas of congested reinforcement.

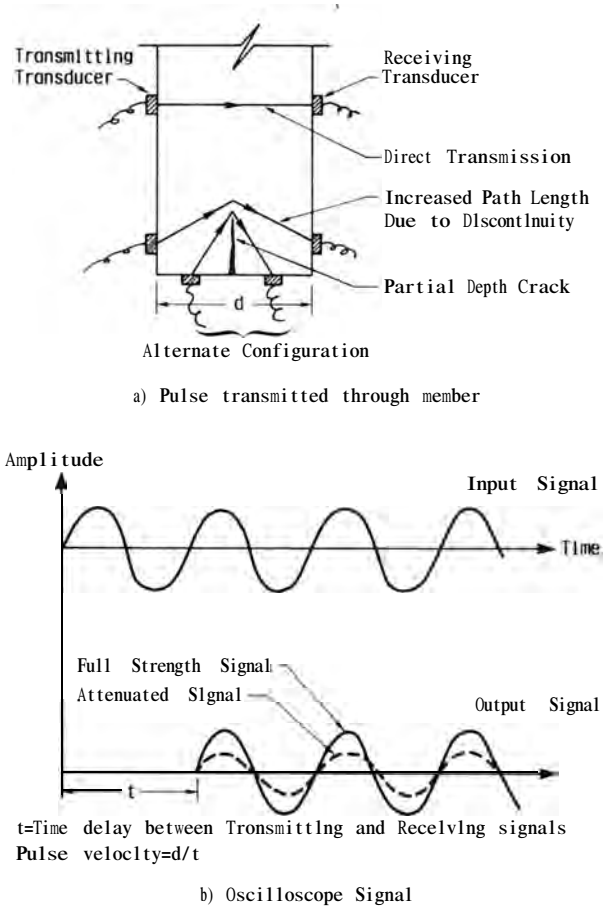


Fig. 2.4-Ultrasonic testing through-transmission technique

If corrosion is a suspected cause of cracking, the easiest approach to investigate for corrosion entails the removal of a portion of the concrete to directly observe the steel. Corrosion potential can be detected by electrical potential measurements using a suitable reference half cell. The most commonly used is a copper-copper sulfate half cell (ASTM C 876; Clear and Hay 1973); its use also requires access to a portion of the reinforcing steel.

With properly trained personnel and careful evaluation, it is possible to detect cracks using ultrasonic nondestructive test equipment (ASTM C 597). The most common technique is through-transmission testing using commercially available equipment (Malhotra and Carino 1991; Knab et al. 1983). A mechanical pulse is transmitted to one face of the concrete member and received at the opposite face, as shown Fig. 2.4. The time taken for the pulse to pass through the member is measured electronically. If the distance between the transmitting and receiving transducers is known, the pulse velocity can be calculated.

When access is not available to opposite faces, transducers may be located on the same face [Fig. 2.4(a)]. While this technique is possible, the interpretation of results is not straightforward.

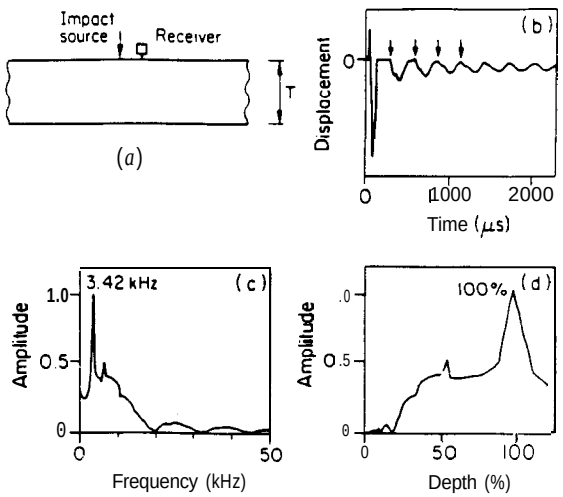


Fig. 2.5-Impact-echo response of a solid plate: a) schematic of test configuration; b) displacement waveform; c) amplitude spectrum; and d) normalized amplitude spectrum

A significant change in measured pulse velocity can occur if an internal discontinuity results in an increase in path length for the signal. Generally, the higher the pulse velocity, the higher the quality of the concrete. The interpretation of pulse velocity test results is significantly improved with the use of an oscilloscope that provides a visual representation of the received signal [Fig. 2.4(b)].

Some equipment provides only a digital readout of the pulse travel time, with no oscilloscope display. If no signal arrives at the receiving transducer, a significant internal discontinuity, such as a crack or void, is indicated. An indication of the extent of the discontinuity can be obtained by taking readings at a series of positions on the member.

Ultrasonic equipment should be operated by a trained person, and the results should be evaluated cautiously by an experienced person, because moisture, reinforcing steel, and embedded items may affect the results. For example, with fully saturated cracks, ultrasonic testing will generally be ineffective. In some cases, it is difficult to discern between a group of close cracks and a single large crack.

An alternative to through-transmission testing is the pulse-echo technique in which a simple transducer is used to send and receive ultrasonic waves. It has been difficult to develop a practical pulse-echo test for concrete. Pitch-catch systems have been developed which use separate transmitting and receiving transducers (Alexander 1980). More detailed information on pulse-echo and other wave propagation methods is provided by Malhotra and Carino (1991).

Significant advances in use of wave propagation techniques for flaw detection in concrete by the impact-echo technique have been made by Sansalone and Carino (1988, 1989). A mechanical pulse is generated by impact on one face of the member as illustrated in Fig. 2.5. The wave propagates through the member, reflects from a defect or other surface of the member, and is received by a displacement transducer placed near the impact point. Fig. 2.5(b) shows a surface time-domain waveform received by the transducer. A resonance condition is set up in the member between the member boundaries or boundary and defect. By analyzing the frequency content of the time-domain waveform [Fig. 2.5(c)] the frequency associated with the resonance appears as a peak amplitude. In the case of Fig. 2.5(a), the peak is that associated with the thickness frequency [see Fig. 2.5(d)]. If an internal flaw exists, then a significant amplitude peak from the reflections from the flaw depth will be observed at the associated flaw depth frequency.

Radiography can also be used to detect internal discontinuities. Both x-ray and gamma-ray equipment are available (Malhotra and Carino 1991; Bungey 1990). The procedures are best suited for detecting crack planes parallel to the direction of radiation; it is difficult to discern crack planes perpendicular to the radiation. Gamma-ray equipment is less expensive and relatively portable compared to x-ray equipment and therefore appears to be more suitable for field testing.

An important use of nondestructive testing is finding those portions of the structure that require a more detailed investigation, which may include core tests.

2.2.3 *Tests on concrete cores*-Significant information can be obtained from cores taken from selected locations within the structure. Cores and core holes afford the opportunity to accurately measure the width and depth of cracks. In addition, an indication of concrete quality can be obtained from compressive strength tests; however, cores that contain cracks should not be used to determine concrete strength.

Petrographic examinations of cracked concrete can identify material causes of cracking, such as alkali reactivities, cyclic freezing damage, "D" cracking, expansive aggregate particles, fire-related damage, shrinkage, and corrosion. Petrography can also identify other factors that may be related to cracking such as the water-to-cement ratio, relative paste volume, and distribution of concrete components. Petrography can frequently determine the relative age of cracks and can identify secondary deposits on fracture surfaces, which have an influence on repair schemes.

Chemical tests for the presence of excessive chlorides indicate the potential for corrosion of embedded reinforcement.

2.2.4 *Review of drawings and construction data*-The original structural design and reinforcement placing or other shop drawings should be reviewed to confirm that the concrete thickness and quality, along with installed reinforcing, meets or exceeds strength and serviceability requirements noted in the governing building code(s). A detailed review of actual applied loading compared to design loads should get special consideration. Concrete configurations, restraint conditions, and the presence of construction and other joints should be considered in calculating the tensile stresses induced by concrete

deformation (creep, shrinkage, temperature, etc.). Special consideration should be given to cracks that develop parallel to one-way reinforced slabs primarily supported on beams, but also bear on the girders that support those beams.

2.3-Selection of repair procedures

Based on the careful evaluation of the extent and cause of cracking, procedures can be selected to accomplish one or more of the following objectives:

1. Restore and increase strength;
2. Restore and increase stiffness;
3. Improve functional performance;
4. Provide watertightness;
5. Improve appearance of the concrete surface;
6. Improve durability; and/or
7. Prevent development of corrosive environment at reinforcement.

Depending on the nature of the damage, one or more repair methods may be selected For example, tensile strength may be restored across a crack by injecting it with epoxy or other high strength bonding agent. However, it may be necessary to provide additional strength by adding reinforcement or using post-tensioning. Epoxy injection alone can be used to restore flexural stiffness if further cracking is not anticipated (ACI 503R).

Cracks causing leaks in water-retaining or other storage structures should be repaired unless the leakage is considered minor or there is an indication that the crack is being sealed by autogenous healing (See section 3.14). Repairs to stop leaks may be complicated by a need to make the repatrs while the structures are in service.

Cosmetic considerations may require the repair of cracks in concrete. However, the crack locations may still be visible and it is likely that some form of coating over the entire surface may be required.

To minimize future deterioration due to the corrosion of reinforcement, cracks exposed to a moist or corrosive environment should be sealed.

The key methods of crack repair available to accomplish the objectives outlined are described in Chapter 3.

CHAPTER 3-METHODS OF CRACK REPAIR

3.1-Introduction

Following the evaluation of the cracked structure, a suitable repair procedure can be selected. Successful repair procedures take into account the cause(s) of the cracking. For example, if the cracking was primarily due to drying shrinkage, then it is likely that after a period of time the cracks will stabilize. On the other hand, if the cracks are due to a continuing foundation settlement, repair will be of no use until the settlement problem is corrected.

This chapter provides a survey of crack repair methods, including a summary of the characteristics of the cracks that may be repaired with each procedure, the types of structures that have been repaired, and a summary of the procedures that are used. Readers are also directed to ACI 546.1R and ACI Compilation No. 5 (1980), which specifically address the subject of concrete repair.

3.2-Epoxy injection

Cracks as narrow as 0.002 in. (0.05 mm) can be bonded by the injection of epoxy. The technique generally consists of establishing entry and venting ports at close intervals along the cracks, sealing the crack on exposed surfaces, and injecting the epoxy under pressure.

Epoxy injection has been successfully used in the repair of cracks in buildings, bridges, dams, and other types of concrete structures (ACI 503R). However, unless the cause of the cracking has been corrected, it will probably recur near the original crack. If the cause of the cracks cannot be removed, then two options are available. One is to rout and seal the crack, thus treating it as a joint, or, establish a joint that will accommodate the movement and then inject the crack with epoxy or other suitable material. Epoxy materials used for structural repairs should conform to ASTM C 881 (Type IV). ACI 504R describes practices for sealing joints, including joint design, available materials, and methods of application.

With the exception of certain moisture tolerant epoxies, this technique is not applicable if the cracks are actively leaking and cannot be dried out. Wet cracks can be injected using moisture tolerant materials, but contaminants in the cracks (including silt and water) can reduce the effectiveness of the epoxy to structurally repair the cracks.

The use of a low-modulus, flexible adhesive in a crack will not allow significant movement of the concrete structure. The effective modulus of elasticity of a flexiile adhesive in a crack is substantially the same as that of a rigid adhesive (Adams et al. 1984) because of the thin layer of material and high lateral restraint imposed by the surrounding concrete.

Epoxy injection requires a high degree of skill for satisfactory execution, and application of the technique may be limited by the ambient temperature. The general procedures involved in epoxy injection are as follows (ACI 503R):

- Clean the cracks. The first step is to clean the cracks that have been contaminated., to the extent this is possible and practical. Contaminants such as oil, grease, dirt, or fine particles of concrete prevent epoxy penetration and bonding, and reduce the effectiveness of repairs. Preferably, contamination should be removed by vacuuming or flushing with water or other specially effective cleaning solutions. The solution is then flushed out using compressed air and a neutralizing agent or adequate time is provided for air drying. It is important, however, to recognize the practical limitations of accomplishing

complete crack cleaning. A reasonable evaluation should be made of the extent, and necessity, of cleaning. Trial cleaning may be required.

- Seal the surfaces. Surface cracks should be sealed to keep the epoxy from leaking out before it has gelled. Where the crack face cannot be reached, but where there is backfill, or where a slab-on-grade is being repaired, the backfill material or subbase material is sometimes an adequate seal; however, such a condition can rarely be determined in advance, and uncontrolled injection can cause damage such as plugging a drainage system. Extreme caution must therefore be exercised when injecting cracks that are not visible on all surfaces. A surface can be sealed by applying an epoxy, polyester, or other appropriate sealing material to the surface of the crack and allowing it to harden. If a permanent glossy appearance along the crack is objectionable and if high injection pressure is not required, a strippable plastic surface sealer may be applied along the face of the crack. When the job is completed, the surface sealer can be stripped away to expose the gloss-free surface. Cementitious seals can also be used where appearance of the completed work is important. If extremely high injection pressures are needed, the crack can be cut out to a depth of 1/2 in. (13 mm) and width of about 3/4 in. (20 mm) in a V-shape, filled with an epoxy, and struck off flush with the surface.
- Install the entry and venting ports. Three methods are in general use:
  a. Fittings inserted into drilled holes. This method was the first to be used, and is often used in conjunction with V-grooving of the cracks. The method entails drilling a hole into the crack, approximately 3/4 in. (20 mm) in diameter and 1/2 to 1 in. (13 to 25 mm) below the apex of the V-grooved section, into which a fitting such as a pipe nipple or tire valve stem is usually bonded with an epoxy adhesive. A vacuum chuck and bit, or a watercooled corebit, is useful in preventing the cracks from being plugged with drilling dust.
  b. Bonded flush fitting. When the cracks are not V-grooved, a method frequently used to provide an entry port is to bond a fitting flush with the concrete face over the crack. The flush fitting has an opening at the top for the adhesive to enter and a flange at the bottom that is bonded to the concrete.
  c. Interruption in seal. Another system of providing entry is to omit the seal from a portion of the crack. This method can be used when special gasket devices are available that cover the unsealed portion of the crack and allow injection of the adhesive directly into the crack without leaking.
- Mix the epoxy. This is done either by batch or continuous methods. In batch mixing, the adhesive components are premixed according to the manufacturer's instructions, usually with the use of a mechanical stirrer, like a paint mixing paddle. Care must be taken to mix only the amount of adhesive that can be used prior to commencement of gelling of the material. When the adhesive material begins to gel, its flow characteristics begin to change, and pressure injection becomes more and more difficult. In the continuous mixing system, the two liquid adhesive components pass through metering and driving pumps prior to passing through an automatic mixing head. The continuous mixing system allows the use of fast setting adhesives that have a short working life.
- Inject the epoxy. Hydraulic pumps, paint pressure pots, or air-actuated caulking guns may be used. The pressure used for injection must be selected carefully. Increased pressure often does little to accelerate the rate of injection. In fact, the use of excessive pressure can propagate the existing cracks, causing additional damage.

  If the crack is vertical or inclined, the injection process should begin by pumping epoxy into the entry port at the lowest elevation until the epoxy level reaches the entry port above. The lower injection port is then capped, and the process is repeated until the crack has been completely filled and all ports have been capped.

  For horizontal cracks, the injection should proceed from one end of the crack to the other in the same manner. The crack is full if the pressure can be maintained. If the pressure can not be maintained, the epoxy is still flowing into unfilled portions or leaking out of the crack.
- Remove the surface seal. After the injected epoxy has cured, the surface seal should be removed by grinding or other means as appropriate.
- Alternative procedure. For massive structures, an alternate procedure consists of drilling a series of holes [usually 7/8 to 4-in. (20 to 100-mm) diameter] that intercepts the crack at a number of locations. Typically, holes are spaced at 5-ft (1.5-m) intervals.

Another method recently being used is a vacuum or vacuum assist method. There are two techniques: one is to entirely enclose the cracked member with a bag and introduce the liquid adhesive at the bottom and to apply a vacuum at the top. The other technique is to inject the cracks from one side and pull a vacuum from the other. Typically, epoxies are used; however, acrylics and polyesters have proven successful.

Stratton and McCollum (1974) describe the use of epoxy injection as an effective intermediate-term repair procedure for delaminated bridge decks. As reported by Stratton and McCollum the first, second, and sixth steps are omitted and the process is terminated at a specific location when epoxy exits from the crack at some distance from the injection ports. This procedure does not arrest ongoing corrosion. The procedure can also be

attempted for other applications, and is available as an option, although not accepted universally. Success of the repair depends on the absence of bond-inhibiting contaminants from the crack plane. Epoxy resins and injection procedures should be carefully selected when attempting to inject delaminations. Unless there is sufficient depth or anchorage to surrounding concrete the injection process can be unsuccessful or increase the extent of delamination. Smith (1992) provides information on bridge decks observed for up to seven years after injection. Smithson and Whiting describe epoxy injection as a method to rebond delaminated bridge deck overlays. Committee 224 is developing additional information on this application for inclusion in a future revision of this Report.

3.3-Routing and sealing

Routing and sealing of cracks can be used in conditions requiring remedial repair and where structural repair is not necessary. This method involves enlarging the crack along its exposed face and filling and sealing it with a suitable joint sealant (Fig. 3.1). This is a common technique for crack treatment and is relatively simple in comparison to the procedures and the training required for epoxy injection. The procedure is most applicable to approximately flat horizontal surfaces such as floors and pavements. However, routing and sealing can be accomplished on vertical surfaces (with a non-sag sealant) as well as on curved surfaces (pipes, piles and pole).

Routing and sealing is used to treat both fiie pattern cracks and larger, isolated cracks. A common and effective use is for waterproofing by sealing cracks on the concrete surface where water stands, or where hydrostatic pressure is applied. This treatment reduces the ability of moisture to reach the reinforcing steel or pass through the concrete, causing surface stains or other problems.

The sealants may be any of several materials, including epoxies, urethanes, silicones, polysulfides, asphaltic materials, or polymer mortars. Cement grouts should be avoided due to the likelihood of cracking. For floors, the sealant should be sufficiently rigid to support the anticipated traffic. Satisfactory sealants should be able to withstand cyclic deformations and should not be brittle.

The procedure consists of preparing a groove at the surface ranging in depth, typically, from 1/4 to 1 in. (6 to 25 mm). A concrete saw, hand tools or pneumatic tools may be used. The groove is then cleaned by air blasting, sandblasting, or waterblasting, and dried. A sealant is placed into the dry groove and allowed to cure.

A bond breaker may be provided at the bottom of the groove to allow the sealant to change shape, without a concentration of stress on the bottom (Fig. 3.2). The bond breaker may be a polyethylene strip or tape which will not bond to the sealant.

Careful attention should be applied when detailing the joint so that its width to depth aspect ratio will accommodate anticipated movement (ACI 504R).

In some cases overbanding (strip coating) is used independently of or in conjunction with routing and sealing. This method is used to enhance protection from edge spalling and for aesthetic reasons to create a more uniform appearing treatment. A typical procedure for overbanding is to prepare an area approximately 1 to 3 in. (25 to 75 mm) on each side of the crack by sandblast-

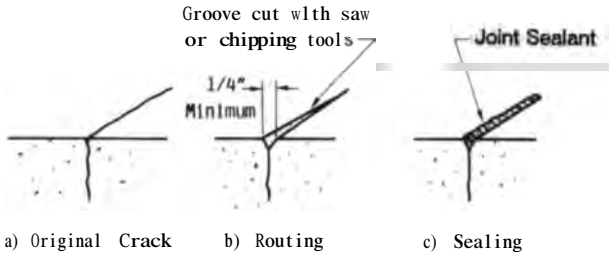


Fig. 3.1-Repair of crack by muting and sealing (Johnson 1965)

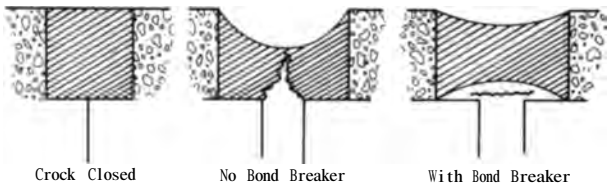


Fig. 3.2-Effect of bond breaker

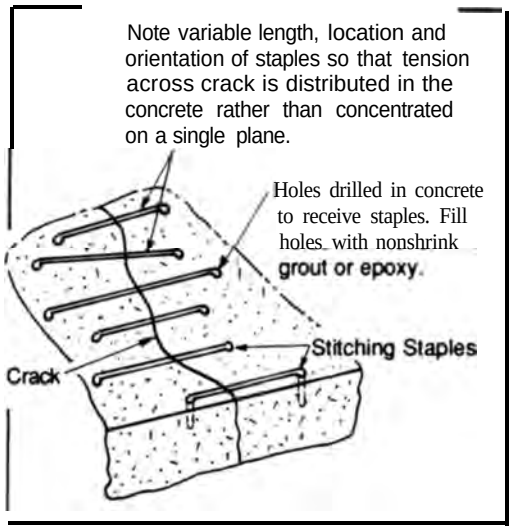


Fig. 3.3-Repair of crack by stitching (Johnson 1965)

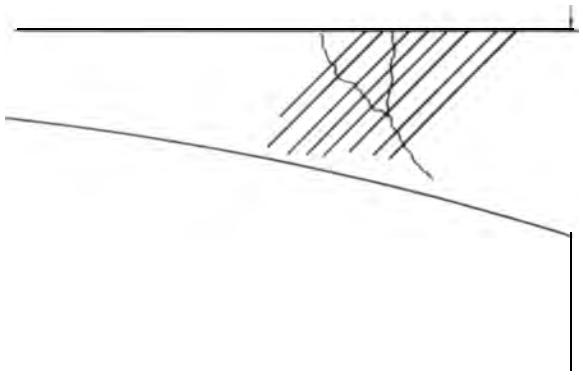


Fig. 3.4-Reinforcing bar orientation used to effect the repair (Stratton et al. 1978)

ing or other means of surface preparation, and apply a coating (such as urethane) 0.04 to 0.08 in. (1 to 2 mm) thick in a band over the crack. Before overbanding in non-traffic areas a bond breaker is sometimes used over a crack that has not been routed, or over a crack previously routed and sealed. In traffic areas a bond breaker is not recommended. Cracks subject to minimal movement may be overbanded, but if significant movement can take place, routing and sealing must be used in conjunction with overbanding to ensure a waterproof repair.

3.4-Stiching

Stitching involves drilling holes on both sides of the crack and grouting in U-shaped metal units with short legs (staples or stitching dogs) that span the crack as shown in Fig 3.3 (Johnson 1965). Stitching may be used when tensile strength must be reestablished across major cracks (Hoskins 1991). Stitching a crack tends to stiffen the structure, and the stiffening may increase the overall structural restraint, causing the concrete to crack else!-where. Therefore, it may be necessary to strengthen the adjacent section or sections using technically corrected-reinforcing methods. Because stresses are often concentrated, using this method in conjunction with other methods may be necessary.

The stitching procedure consists of drilling holes on both sides of the crack, cleaning the holes, and anchoring the legs of the staples in the holes, with either a non-shrink grout or an epoxy resin-based bonding system. The staples should be variable in length, orientation, or both, and they should be located so that the tension transmitted across the crack is not applied to a single plane within the section but is spread over an area.

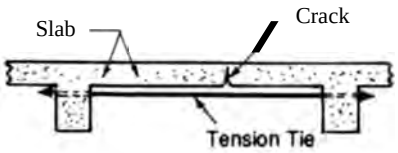
3.5-Additional reinforcement

3.5.1 *Conventional reinforcement*-Cracked reinforced concrete bridge girders have been successfully repaired by inserting reinforcing bars and bonding them in place with epoxy (Stratton et al. 1978, 1982; Stratton 1980). This technique consists of sealing the crack, drilling holes that intersect the crack plane at approximately 90 deg (Fig. 3.4), filling the hole and crack with injected epoxy and placing a reinforcing bar into the drilled hole. Typically, No. 4 or 5 (10 M or 15 M) bars are used, extending at least 18 in. (0.5 m) each side of the crack. The reinforcing bars can be spaced to suit the needs of the repair. ‘They can be placed in any desired pattern, depending on the design criteria and the location of the in-place reinforcement. The epoxy bonds the bar to the walls of the hole, fills the crack plane, bonds the cracked concrete surfaces back together in one monolithic form, and thus reinforces the section. The epoxy used to rebond the crack should have a very low viscosity and conform to ASTM C 881 Type IV.

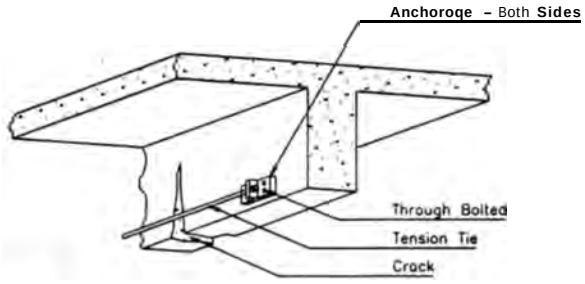
3.5.2 *Prestressing steel*-Post-tensioning is often the desirable solution when a major portion of a member must be strengthened or when the cracks that have formed must be closed (Fig. 3.5). This technique uses prestressing strands or bars to apply a compressive force. Adequate anchorage must be provided for the prestressing steel, and care is needed so that the problem will not merely migrate to another part of the structure. The effects of the tensioning force (including eccentricity) on the stress within the structure should be carefully analyzed. For indeterminate structures post-tensioned using this procedure, the effects of secondary moments and induced reactions should be considered (Nilson 1987; Lin and Burns 1981).

3.6-Drilling and plugging

Drilling and plugging a crack consists of drilling down the length of the crack and grouting it to form a key (Fig. 3.6).



a) To Correct Cracking of Slab



b) To Correct Cracking of Beam

Fig 3.5-Examples of external prestressing (Johnson 1965)

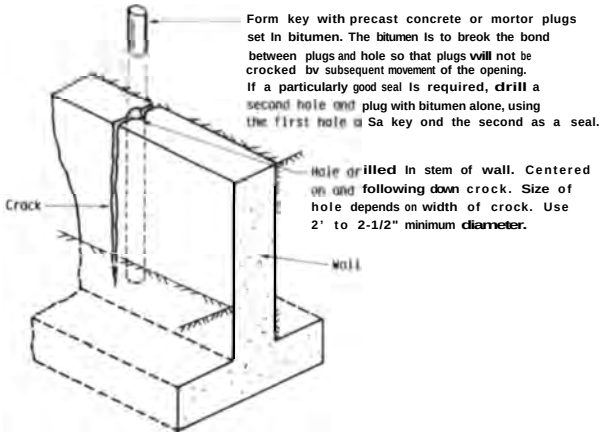


Fig. 3.6-Repair of crack by drilling and plugging

This technique is only applicable when cracks run in reasonable straight lines and are accessible at one end. This method is most often used to repair vertical cracks in retaining walls.

A hole [typically 2 to 3 in. (50 to 75 mm) in diameter] should be drilled, centered on and following the crack. The hole must be large enough to intersect the crack along its full length and provide enough repair material to structurally take the loads exerted on the key. The drilled hole should then be cleaned, made tight, and filled with grout. The grout key prevents transverse movements of the sections of concrete adjacent to the crack. The key will also reduce heavy leakage through the crack and loss of soil from behind a leaking wall.

If water-tightness is essential and structural load transfer is not, the drilled hole should be filled with a resilient material of low modulus in lieu of grout. If the keying effect is essential, the resilient material can be placed in a second hole, the fiit being grouted.

3.7-Gravity Filling

Low viscosity monomers and resins can be used to seal cracks with surface widths of 0.001 to 0.08 in. (0.03 to 2 mm) by gravity filling (Rodler, et al. 1989). High-molecular-weight methacrylates, urethanes, and some low viscosity epoxies have been used successfully. The lower the viscosity, the finer the cracks that can be filled.

The typical procedure is to clean the surface by air blasting and/or waterblasting. Wet surfaces should be permitted to dry several days to obtain the best crack filling. The monomer or resin can be poured onto the surface and spread with brooms, rollers, or squeegees. he material should be worked back and forth over the cracks to obtain maximum filling since the monomer or resin recedes slowly into the cracks. Excess material should be broomed off the surface to prevent slick, shining areas after curing. If surface friction is important, sand should be broadcast over the surface before the monomer or resin cures.

If the cracks contain significant amounts of silt, moisture or other contaminants, the sealant cannot fill them. Water blasting followed by a drying time may be effective in cleaning and preparing these cracks.

Cores taken at cracks can be used to evaluate the effectiveness of the crack filling. The depth of penetration of the sealant can be measured. Shear (or tension) tests can be performed with the load applied in a direction parallel to the repaired cracks (as long as reinforcing steel is not present in the core in or near the failure area). For some polymers the failure crack will occur outside the repaired crack.

3.8-Grouting

3.8.1 *Portland cement grouting*-Wide cracks, particularly in gravity dams and thick concrete walls, may be repaired by filling with portland cement grout. This method is effective in stopping water leaks, but it will not structurally bond cracked sections. The procedure consists of cleaning the concrete along the crack; installing built-up seats (grout nipples) at intervals astride the crack (to provide a pressure tight connection with the injection apparatus); sealing the crack between the seats with a cement paint, sealant, or grout; flushing the crack to clean it and test the seal; and then grouting the whole area. Grout mixtures may contain cement and water or cement plus sand and water, depending on the width of the crack. However, the water-cement ratio should be kept as low as practical to maximize the strength and minimize shrinkage. Water reducers or other admixtures may be used to improve the properties of the grout. For small volumes, a manual injection gun may be used; for larger volumes, a pump should be used. After the crack is filled, the pressure should be maintained for several minutes to insure good penetration.

3.8.2 *Chemical grouting*-Chemical grouts consist of solutions of two or more chemicals (such as urethanes, sodium silicates, and acrylomides) that combine to form a gel, a solid precipitate, or a foam, as opposed to cement grouts that consist of suspensions of solid particles in a fluid. Cracks in concrete as narrow as 0.002 in. (0.05 mm) have been filled with chemical grout.

The advantages of chemical grouts include applicability in moist environments (excess moisture available), wide limits of control of gel time, and their ability to be applied in very fine fractures. Disadvantages are the high degree of skill needed for satisfactory use and their lack of strength.

3.9-Drypacking

Drypacking is the hand placement of a low water content mortar followed by tamping or ramming of the mortar into place, producing intimate contact between the mortar and the existing concrete (U.S. Bureau of Reclamation 1978). Because of the low water-cement ratio of the material, there is little shrinkage, and the patch remains tight and can have good quality with respect to durability, strength, and watertightness.

Drypack can be used for filling narrow slots cut for the

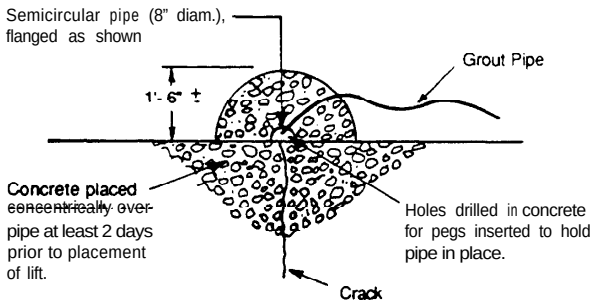


Fig. 3.7-Crack arrest method of crack repair

repair of dormant cracks. The use of drypack is not advisable for filling or repairing active cracks.

Before a crack is repaired by drypacking, the portion adjacent to the surface should be widened to a slot about 1 in. (25 mm) wide and 1 in. (25 mm) deep. The slot should be undercut so that the base width is slightly greater than the surface width.

After the slot is thoroughly cleaned and dried, a bond coat, consisting of cement slurry or equal quantities of cement and fine sand mixed with water to a fluid paste consistency, or an appropriate latex bonding compound (ASTM C 1059), should be applied. Placing of the dry pack mortar should begin immediately. The mortar consists of one part cement, one to three parts sandpassing a No. 16 (1.18 mm) sieve, and just enough water so that the mortar will stick together when molded into a ball by hand.

If the patch must match the color of the surrounding concrete, a blend of grey portland cement and white portland cement may be used. Normally, about one-third white cement is adequate, but the precise proportions can be determined only by trial.

To minimize shrinkage in place, the mortar should stand for 1/2 hour after mixing and then should be remixed prior to use. The mortar should be placed in layers about 3/8 in. (10 mm) thick. Each layer should be thoroughly compacted over the surface using a blunt stick or hammer, and each underlying layer should be scratched to facilitate bonding with the next layer. There need be no time delays between layers.

The mortar may be finished by laying the flat side of a hardwood piece against it and striking it several times with a hammer. Surface appearance may be improved by a few light strokes with a rag or sponge float. The repair should be cured by using either water or a curing compound. The simplest method of moist curing is to support a strip of folded wet burlap along the length of the crack.

3.10-Crack arrest

During construction of massive concrete structures, cracks due to surface cooling or other causes may develop and propagate into new concrete as construction progresses. Such cracks may be arrested by blocking the crack and spreading the tensile stress over a larger area (U.S. Army Corps of Engineers 1945).

A piece of bond-breaking membrane or a grid of steel mat may be placed over the crack as concreting continues. A semicircular pipe placed over the crack may also be used (Fig. 3.7). A description of installation procedures for semicircular pipes used during the construction of a massive concrete structure follows: (1) The semicircular pipe is made by splitting an 8-in. (200-mm), 16-gage pipe and bending it to a semicircular section with about a 3-in. (75-mm) flange on each side; (2) the area in the vicinity of the crack is cleaned; (3) the pipe is placed in sections so as to remain centered on the crack; (4) the sections are then welded together; (5) holes are cut in the top of the pipe to receive grout pipes; and (6) after setting the grout pipes, the installation is covered with concrete placed concentrically over the pipe by hand. The installed grout pipes are used for grouting the crack at a later date, thereby restoring all or a portion of the structural continuity.

3.11-Polymer impregnation

Monomer systems can be used for effective repair of some cracks. A monomer system is a liquid consisting of monomers which will polymerize into a solid. Suitable monomers have varying degrees of volatility, toxicity and flammability, and they do not mix with water. They are very low in viscosity and will soak into dry concrete, filling the cracks, much as water does. The most common monomer used for this purpose is methyl methacrylate.

Monomer systems used for impregnation contain a catalyst or initiator plus the basic monomer (or combination of monomers). They may also contain a cross-linking agent. When heated, the monomers join together, or polymerize, creating a tough, strong, durable plastic that greatly enhances a number of concrete properties.

If a cracked concrete surface is dried, flooded with the monomer, and polymerized in place, some of the cracks will be filled and structurally repaired. However, if the cracks contain moisture, the monomer will not soak into the concrete at each crack face, and consequently, the repair will be unsatisfactory. If a volatile monomer evaporates before polymerization, it will be ineffective. Polymer impregnation has not been used successfully to repair fme cracks. Polymer impregnation has primarily been used to provide more durable, impermeable surfaces (Webster et al. 1978; Hallin 1978).

Badly fractured beams have been repaired using polymer impregnation. The procedure consists of drying the fracture, temporarily encasing it in a watertight (monomer proof) band of sheet metal, soaking the fractures with monomer, and polymerizing the monomer. Large voids or broken areas in compression zones can be filled with fine and coarse aggregate before being flooded with monomer, providing a polymer concrete repair. A more detailed discussion of polymers is given in AC1 548R.

3.12-Overlay and surface treatments

Fine surface cracks in structural slabs and pavements may be repaired using either a bonded overlay or surface treatment if there will not be further significant move-

ment across the cracks. Unbonded overlays may be used to cover, but not necessarily repair a slab. Overlays and surface treatments can be appropriate for cracks caused by one-time occurrences and which do not completely penetrate the slab. These techniques are not appropriate for repair of progressive cracking, such as that induced by reactive aggregates, and D-cracking.

Slabs-on-grade in freezing climates should not be repaired by an overlay or surface treatment that is a vapor barrier. An impervious barrier will cause condensation of moisture passing from the subgrade, leading to critical saturation of the concrete and rapid disintegration during cycles of freezing and thawing.

3.12.1 *Surface treatments*-Low solids and and low-viscosity resin-based systems have been used to seal the concrete surfaces, including treatment of very fine cracks. They are most suited for surfaces not subject to significant wear.

Bridge decks and parking structure slabs, as well as other interior slabs may be coated effectively after cracks are treated by injecting with epoxy or by routing and sealing. Materials such as urethanes, epoxies, polyesters, and acrylics have been applied in thickness of 0.04 to 2.0 in. (1 to 50 mm), depending on the material and purpose of the treatment. Skid-resistant aggregates are often mixed into the material or broadcast onto the surface to improve traction.

3.12.2 *Overlays*-Slabs containing find dormant cracks can be repaired by applying an overlay, such as polymer-modified portland cement mortar or concrete, or by silica fume concrete. Slabs with working cracks can be overlaid if joints are placed in the overlay directly over the working cracks. In highway bridge applications, an overlay thickness as low as 1-1/4 in. (30 mm) has been used successfully (NCHRP Synthesis 57). Suitable polymers include styrene butadiene or acrylic latexes. The resin solids should be at least 15 percent by weight of the portland cement, with 20 percent usually being optimum (Clear and CholIar 1978).

The surface to be overlaid should be cleaned to remove laitance, carbonated or otherwise weak material, or contaminants, such as grease or oil. A bond coat consisting of the mortar fraction broom-applied, or an epoxy adhesive should be applied immediately before placing the overlay. Since polymer-modified concretes normally solidify rapidly, continuous batching and mixing equipment should be used. Polymer-modified overlays should be mixed, placed and finished rapidly (within 15 min in warm weather). A 24-hr moist curing is typical for these overlays.

3.13-Autogenous healing

A natural process of crack repair known as "autogenous healing" can occur in concrete in the presence of moisture and the absence of tensile stress (Lauer and Slate 1956). It has practical application for closing dormant cracks in a moist environment, such as may be found in mass concrete structures.

Healing occurs through the continued cement hydration and the carbonation of calcium hydroxide in the cement paste by carbon dioxide, which is present in the surrounding air and water. Calcium carbonate and calcium hydroxide crystals precipitate, accumulate, and grow within the cracks. The crystals interlace and twine, producing a mechanical bonding effect, which is supplemented by a chemical bonding between adjacent crystals and between the crystals and the surfaces of the paste and the aggregate. As a result, some of the tensile strength of the concrete is restored across the cracked section, and the crack may become sealed.

Healing will not occur if the crack is active and is subjected to movement during the healing period. Healing will also not occur if there is a positive flow of water through the crack, which dissolves and washes away the lime deposit, unless the flow of water is so slow that complete evaporation occurs at the exposed face causing redeposition of the dissolved salts.

Saturation of the crack and the adjacent concrete with water during the healing process is essential for developing any substantial strength. Submergence of the cracked section is desirable. Alternatively, water may be ponded on the concrete surface so that the crack is saturated. The saturation must be continuous for the entire period of healing. A single cycle of drying and reimmersion will produce a drastic reduction in the amount of healing strength. Healing should be commenced as soon as possible after the crack appears. Delayed healing results in less restoration of strength than does immediate correction.

CHAPTER 4-SUMMARY

This report is intended to serve as a tool in the process of crack evaluation and repair of concrete structures.

The causes of cracks in concrete are summarized along with the principal procedures used for crack control. Both plastic and hardened concrete are considered. The importance of design, detailing, construction procedures, concrete proportioning, and material properties are discussed.

The techniques and methodology for crack evaluation are described Both analytical and field requirements are discussed. The need to determine the causes of cracking as a necessary prerequisite to repair is emphasized. The selection of successful repair techniques should consider the causes of cracking, whether the cracks are active or dormant, and the need for repairs. Criteria for the selection of crack repair procedures are based on the desired outcome of the repairs.

Twelve methods of crack repair are presented, including the techniques, advantages and disadvantages, and areas of application of each.

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CHAPTER 5-REFERENCES

5.1 Recommended references

The Documents of the various standards-producing organizations referred to in this document are listed below with their serial designation.

American Association of State Highway and Transportation Officials

Standard Specification for Highway Bridges

American Concrete Institute

201.1R Guide for Making a Condition Survey of Concrete in Service
201.2R Guide to Durable Concrete
207.1R Mass Concrete
207.2R Effect of Restraint, Volume Change, and Reinforcement on Cracking of Mass Concrete
207.4R Cooling and Insulating Systems for Mass Concrete
224R Control of Cracking in Concrete Structures
224.2R Cracking of Concrete Members in Direct Tension
224.3R Joints in Concrete Construction
302.1R Guide to Concrete Floor and Slab Construction
304R Guide for Measuring, Mixing Transporting and Placing Concrete
305R Hot Weather Concreting
308 Standard Practice for Curing Concrete
309R Guide for Consolidation of Concrete
309.2R Identification and Control of Consolidation-Related Surface Defects in Formed Concrete
318 Building Code Requirements for Reinforced Concrete
343R Analysis and Design of Reinforced Concrete Bridge Structures
345R Guide for Concrete Highway Bridge Deck Construction
347R Guide to Concrete Formwork
350R Environmental Engineering of Concrete Structures
503R Use of Epoxy Compounds with Concrete
504R Guide to Sealing Joints in Concrete Structures
517.2R Accelerated Curing of Concrete at Atmospheric Pressure--State of the Art
546.1R Guide for Repair of Concrete Bridge Superstructures
548R Polymers in Concrete

American Society for Testing and Materials

C 150 Standard Specification for Portland Cement
C 595 Standard Specification for Blended Hydraulic Cements
C 597 Standard Test Method for Pulse Velocity through Concrete
C 876 Standard Test Method for Half Cell Potentials of Reinforcing Steel in Concrete
C 881 Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
C 1059 Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete

The above publications may be obtained from the following organizations:

American Association of State Highway and Transportation Officials
444 N Capitol Street NW
Suite 224
Washington, D.C. 20001

American Concrete Institute
P.O. Box 19150
Detroit MI 48219

American Society for Testing and Materials
1916 Race Street
Philadelphia PA 19103

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APPENDIX “E”

PROJECT LABOR AGREEMENT NO. 4202

AGREEMENT NO. 4202 – LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
Fax (213) 483-4419

May 1, 2024

City of Montebello
Attn: Kimberly Guillen,
Administration Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Project Labor Agreement between the City of Montebello and the Los Angeles/Orange Counties Building and Trades Council

Dear Ms. Guillen,

Enclosed you will find signed fully executed Project Labor Agreement between the City of Montebello and the Los Angeles/Orange Counties Building and Trades Council.

If you should have any questions, please call me at the Council office.

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF MONTEBELLO

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF MONTEBELLO
PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and between the City of Montebello and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every applicable contract for Project Work to be awarded by the City.

ARTICLE I
DEFINITIONS

Section 1.1 "Agreement" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the City as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City 's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Montebello.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such

Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 "Master Labor Agreements" or "MLA" as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "City Project" or "Project Work" means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below, excluding those listed under Section 2.5 below.

Section 1.10 "Local small business enterprise" means that which is organized for profit; has a place of business in the US with a main office in Los Angeles County in the past 12 months; operates primarily within the US or makes significant contributions to the US economy through payment of taxes or use of American products, materials or labor; is independently owned and operated and is not dominant in its field on a national basis; has 15 or fewer employees and an average annual gross receipts of $10 million or less for the last 3 years.

Section 1.11 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2
SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation, unless specifically excluded in the definition of a Project.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade contracts that exceed $500,000 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed the Uniform Public Construction Cost Accounting Act (UPCCA) formal bidding threshold of $200,000 and all subcontracts arising from these specialty contracts. In the event of an amendment to the UPCCA resulting in an increase of the formal bidding threshold established within the law, this subsection (b) shall reflect the same;

(c) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a "Proprietary Interest" in a project. For the purposes of this Article, Proprietary Interest means: Where the City owns all or part of the project site or project to be developed, has an investment in the project site or project to be developed that exceeds two-million dollars, will receive income and/or tax increments from the project that exceeds two-million dollars, provides for financing of the project, or arranges for grants to supplement project financing.

(d) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the City, Project Labor Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees

where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Materials Testers (collectively "Inspectors") are covered crafts under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Crafts. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of a Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, City or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement;

(k) Work on the Project performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action outside of the Contractor's control;

(l) Any projects to take place on the following parcels relating to the golf course area: 5267-010-908, 5267-010-907, 5267-006-901, 5267-006-900, 5267-009-901, 5267-007-900, 5267-007-901, 5267-009-900, 5267-009-902, and 5267-009-904 (see Attachment E for Parcel Map), except for projects approved under the Park Master Plan for the golf course parcels identified herein that satisfy the thresholds set forth in Section 2.2 of this Agreement that are to take place on the parcels listed herein. The Park Master Plan for the golf course parcels

identified herein is a document intended to be approved, evaluated, and considered by the City Council at a future date; and

(m) Grant funded collaborations/ formula funded projects that conflict with this agreement; and projects that have been let out for bids before the execution of this Agreement.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 and subject to the work thresholds set forth in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the

foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local business enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder

of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

Section 3.6 To facilitate the dispatch of area residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When area residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process,

to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4
UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the

Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5
WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee–authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and

state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6
WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if

any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct and control operations of all work;

(b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work

with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period,

the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) David Weinberg; (6) Najeeb Khoury; and (7) Andrea Dooley. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10
REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11
SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12
APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13
PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to

commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14
WORK OPPORTUNITIES PROGRAM

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15
SAVINGS AND SEPARABILITY

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that

if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18
DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from January 1, 2024, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Project Labor Coordinator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated, and to be effective as of January 1, 2024.

CITY OF MONTEBELLO

By: _____
David N. Torres
Mayor

LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____
Ernesto Medrano
Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)	Michael Patterson
Boilermakers (Local 92)	Luis Miramontes
Bricklayers & Allied Craftworkers (Local 4)	Luis Aldaco
Cement Masons (Local 600)	Ricardo Gonzalez
Electricians (Local 11)	
Elevator Constructors (Local 18)	Tony Campagna
Gunite Workers (Local 345)	Ed Learn (Gunite #345)
Iron Workers (Reinforced – Local 416)	Frankie Jimenez
Iron Workers (Structural – Local 433)	
District Council of Laborers	Jon Preciado
Laborers (Local 300)	SERGIO RASCON
Laborers (Local 1184)	
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Painters & Allied Trades DC 36	Ernesto Toscano
Pipe Trades (Local 250)	Ben Clayton
Pipe Trades (Local 345)	Ricardo Pina
Pipe Trades (Plumbers Local 78)	Jeremy Diaz
Pipe Trades (Sprinkler Fitters Local 709)	Todd Golden
Plasterers (Local 200)	Christian Betancourt
Plaster Tenders Local (1414)	Jose Sanchez
Roofers & Waterproofers (Local 36)	Cliff Smith
Sheet Metal Workers (Local 105)	Steve Hinsen
Teamsters (Local 986)	Caesar Borjas
Western States Regional Council of Carpenters	Josh Roper

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5) _____

Boilermakers (Local 92) _____

Bricklayers & Allied Craftworkers (Local 4) _____

Cement Masons (Local 600) _____

Electricians (Local 11) _____

Elevator Constructors (Local 18) _____

Gunite Workers (Local 345) _____

Iron Workers (Reinforced – Local 416) _____

Iron Workers (Structural – Local 433) _____

District Council of Laborers _____

Laborers (Local 300) _____

Laborers (Local 1184) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Painters & Allied Trades DC 36 _____

Pipe Trades (Local 250) _____

Pipe Trades (Local 345) _____

Pipe Trades (Plumbers Local 78) _____

Pipe Trades (Sprinkler Fitters Local 709) _____

Plasterers (Local 200) _____

Plaster Tenders Local (1414) _____

Roofers & Waterproofers (Local 36) _____

Sheet Metal Workers (Local 105) _____

Teamsters (Local 986) _____

Western States Regional Council of Carpenters _____

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]
City of Montebello
1234 address
City, state, zip code
Attn: _____

Re: Project Labor Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Montebello Project Labor Agreement effective January 1, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B

LOCAL RESIDENT ZIP CODES

(TIER 1)

CITY RESIDENTS

[to be supplied by the City]

(TIER 2)

90001	90037	90082
90002	90038	90084
90003	90039	90086
90004	90040	90087
90005	90041	90088
90006	90042	90089
90007	90046	90090
90008	90048	90091
90010	90050	90093
90011	90051	90096
90012	90052	90099
90013	90053	90134
90014	90054	90201
90015	90055	90202
90016	90057	90211
90017	90058	90239
90018	90060	90240
90019	90062	90241
90020	90063	90255
90021	90065	90270
90022	90068	90280
90023	90069	90601
90026	90070	90602
90027	90071	90606
90028	90072	90607
90029	90074	90608
90030	90075	90610
90031	90076	90640
90032	90078	90660
90033	90079	90661
90036	90081	90662

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91896

91899

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF MONTEBELLO
CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Montebello Project Labor Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** (___) _____ **Date:** _____

Cc: **Project Labor Coordinator**

From: Company: _____ Issued By: _____

Contact Phone: (___) _____ Contact Fax: (___) _____

PLEASE PROVIDETHE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a:	(check all that apply)	
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of thisPolicy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment onthe project.

5. The following procedure shall apply to all drug testing:

   a. The Employer may request urine samples only. The applicant or employee

shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol

pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed

medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

7. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

8. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives andthe applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml[3]	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] Alternate technology (THCA and benzoylecgonine): The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy forDrug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E
Golf Course Parcel Map

Print Form

Attachment B

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles

From: (Public Agency): City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640
(Address)

Project Title: FY 2025-2026 SB 1 Street Construction Project (CP 944)
Project Applicant: City of Montebello

Project Location - Specific: W BURKE DR from POPLAR AV to END, N 6th ST from W OAKMONT DR to LINCOLN AVE, VIEWCREST from E OAKMONT DR to RAYWOOD AV, N VAIL AV from LOMA RD to WESTMORELAND DR from SAN ANTONIO DR to N WILCOX AV, 20TH ST from VIA SAN DELARRO from BRADSHAWE ST to West CITY LIMITS, N 19TH STREET ST from W BEVERLY BLVD to W MADISON AV, N 20TH ST from W MADISON AV to W LINCON AV, N LEONARD ST from BARR AV to DEWAR AV, FINDLAY AVE from BEVERLY BLVD to SOUTH CITY LIMITS, N 21ST STREET from W BEVERLY BLVD to W MADISON AV, N 7TH STREET from W LINCOLN AV to W MADISON AV, E FREMONT SQ from POPLAR AV to END, N 6TH ST from W LINCOLN AV to W MADISON AV, S 5TH ST from W WHITTIER BLVD to W OLYMPIC BLVD, S 2ND ST from HARDING AV to LOS ANGELES, N GREENWOOD AV from W CLEVELAND AV to W OLYMPIC BLVD, CALIFORNIA AV from W WHITTIER BLVD to LOS ANGELES AV, THYNNE ST from FERGUSON DR to END, JOYCE ST from FERGUSON DR to END, WORK ST from FERGUSON DR to END, HORNBY ST from FERGUSON DR to END, HEREFORD DR from PICKERING WY to S CONCOURSE AV,DATE ST from S GREENWOOD AV to SPRUCE ST, S SPRUCE ST from DATE ST to Oakwood St, Okwood St from S Spruce St to S Greenwood, Carob Way from E. Washington Blvd to Jacmar Dr, Greenwood Ave from Sycamore St to End

Project Locations – City: Montebello

Project Locations - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: Asphalt pavement rehabilitation, street resurface and enhanced American with Disabilities Act (ADA) accessibility path of travel.

Name of Public Agency Approving Project: City of Montebello
Name of Person or Agency Carrying Out Project: Cesar Roldan, Director of Public Works
Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a)); Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: 15301 Class 1
- ☐ Statutory Exemptions. State code number:
- ☐ _____

Reasons why project is exempt: Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project location listed above are street locations that will be resurfaced during the course of this project.

Lead Agency
Contact Person: Cesar Roldan Area Code/Telephone/Extension: 323-887-1462

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? **Yes** No

Signature: Date: January ____, 2026 Title: Director of Public Works

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. Date Received for filing at OPR: _____

Revised 2011

ITEM # 18

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. 26-03 APPROVING A PROPOSITION A LOCAL RETURN FUND EXCHANGE AGREEMENT WITH THE CITY OF PICO RIVERA**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-03 approving a Proposition A Local Return Fund Exchange Agreement with the City of Pico Rivera to exchange $3,000,000 (Fiscal Year 2023-24 – $1,200,000 and FY 2024-25 – $1,800,000) of Pico Rivera's Proposition A Local Return funding for $2,250,000 from the City of Montebello's Transit Enterprise Fund; and
2. Authorize the City Manager and/or his designee to execute the Fund Exchange Agreement on the City's behalf; and
3. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $2,250,000 in Account No. 600-90-900-7051 (Transit, Administration, Prop A Exchange) for the City's portion (expense) of the fund exchange; and
4. Amend the Fiscal Year 2025-26 adopted budget to increase revenues by $3,000,000 in Account No. 600-99-4098 (Transit, Transit Miscellaneous Revenue) for Pico Rivera's portion (revenue) of the fund exchange; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Los Angeles County Metropolitan Transit Authority (Metro) administers the Proposition A Local Return Program (Proposition A) and distributes funds to Los Angeles County cities annually. These funds have restricted uses and must be spent within three (3) years of receipt. Any amount not used must be remitted back to Metro. However,

Metro allows cities to exchange Proposition A funding with other Los Angeles County jurisdictions.

The City has reached a tentative agreement with the City of Pico Rivera to exchange $3.0 million of its Proposition A funds (from FY 2023-24 – $1.2 million and FY 2024-25 – $1.8 million) for $2.25 million from the City's Transit Enterprise Fund. The exchange rate for this agreement is 75 cents on the dollar and is consistent with similar exchanges between other local jurisdictions. An amendment to the FY 2025-26 adopted budget is required for Account Nos. 600-90-900-7051 (Transit, Administration, Prop A Exchange) and 600-99-4098 (Transit, Transit Miscellaneous Revenue) to account for both the City's ($2.25 million, expenditures) and Pico Rivera's ($3.0 million, revenue) respective portions of the fund exchange.

BACKGROUND/DISCUSSION:

In November 1980, the Los Angeles County electorate approved the Proposition A Program, which is a half-cent sales tax dedicated to transportation funding. Under the Proposition A Program, Los Angeles County cities receive an annual allocation of Local Return funds to support public transit and transportation infrastructure projects. These funds are restricted in use and must be expended within three (3) years of receipt to avoid lapsing and potential remittance back to Metro.

Due to the restrictive nature of Proposition A funds and limited eligible projects, and to avoid the potential lapse of allocations, Pico Rivera has tentatively agreed to a fund exchange with the City, consistent with similar exchanges executed between other local jurisdictions. The proposed exchange is mutually beneficial. The City has the capacity and eligible transit projects to fully utilize the Proposition A funds within the required timeframe, while Pico Rivera gains flexible General Fund resources to address broader municipal needs.

Under the proposed exchange, the City will acquire $3.0 million (FY 2023-24 – $1.2 million and FY 2024-25 – $1.8 million) of Pico Rivera's Proposition A funding, at an exchange rate of 75 cents on the dollar. In return, Pico Rivera will receive $2.25 million in unrestricted General Fund revenue, paid for by the Transit Fund. This agreement will allow Pico Rivera to avoid the potential lapse of Proposition A funds while providing the City (i.e., Transit) with additional funding that may be used for eligible transit projects that enhance service delivery.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council adopt Resolution No. 26-03 (Attachment A) approving a Proposition A Funding Exchange Agreement with Pico Rivera (Attachment B), to exchange $3.0 million of Pico Rivera's Proposition A funding for $2.25 million from the City's Transit Enterprise Fund; authorize the City Manager and/or his designee to execute the Fund Exchange Agreement on the City's behalf; amend the FY 2025-26 adopted budget to appropriate $2,250,000 in Account No. 600-90-900-7051 (Transit, Administration, Prop A Exchange) for the City's portion of the fund exchange; amend the FY 2025-26 adopted budget to increase revenues by $3,000,000 in Account No. 600-99-4098 (Transit, Transit Miscellaneous Revenue) for Pico Rivera's portion of the fund exchange; and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-03
2. Attachment B - Fund Exchange Agreement

ATTACHMENT A

RESOLUTION NO. 26-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING PROPOSITION A LOCAL RETURN FUND EXCHANGE AGREEMENT WITH THE CITY OF PICO RIVERA

RECITALS

WHEREAS, Proposition A ("Prop A") Funds in the County of Los Angeles are restricted for transit purposes only; and

WHEREAS, many local agencies have had difficulties expending allocated Prop A Funds due to said restricted purposes; and

WHEREAS, the Los Angeles Metropolitan Transportation Authority ("LACMTA") which administer such funds, has allowed local agencies that to exchange restricted Prop A Funds with unrestricted revenues for the right to use another city's Prop A Funds for approved projects; and

WHEREAS, such exchanges usually involve an agreement whereby a local agency that can utilize the restricted Prop A Funds agrees to compensate another local agency that has available Prop A Funds in an amount less than the total value of those funds; and

WHEREAS, through this arrangement, the local agency capable of utilizing the restricted Prop A funds is able to acquire such funds at a discounted rate, while the local agency that is unable to fully utilize its Prop A funds receives unrestricted funds that may be used for other municipal purposes; and

WHEREAS, Montebello Bus Lines has eligible transit-related projects and operational costs that qualify for the use of Prop A funds, and can fully utilize such funds for transit services and improvements consistent with Prop A requirements; and

WHEREAS, the City of Pico Rivera is willing to assign Three Million Dollars ($3,000,000) of its uncommitted Prop A Local Return Funds to Montebello Bus Lines in exchange for the assignment by Montebello Bus Lines on Two Million Two Hundred and Fifty Thousand Dollars ($2,250,000) of its general funds to the City of Pico Rivera; and

WHEREAS, the transaction set forth above is contingent upon approval by LACMTA.

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

SECTION 1. APPROVALS AND CERTIFICATIONS.

1. The Proposition A Fund Trade between the City of Pico Rivera and The City of Montebello, Montebello Bus Lines is hereby approved. The City Manager is authorized to execute the Agreement for and on behalf of the City of

Montebello and take such other action(s) as necessary to carry out the purpose of this Resolution.

SECTION 2. That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY 2026.

_____
Georgina Tamayo, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-03 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of January 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

FUND EXCHANGE AGREEMENT BETWEEN THE CITIES OF PICO RIVERA AND MONTEBELLO, CALIFORNIA

This Fund Exchange Agreement is made and entered into this 13th day of January, 2026, by and between the City of Pico Rivera, California ("Pico Rivera") and the City of Montebello, California ("Montebello") with respect to the following facts:

A. The City of Montebello operates a municipal transit system and needs additional Proposition A Local Return funds to assist in the financing of its fixed route Transit operations, and to provide funds for the acquisition of new transit-related equipment.

B. City of Pico Rivera is willing to exchange uncommitted Proposition A Local Return funding in the amount indicated in Section 1 below to the City of Montebello, for the purpose identified in Paragraph A above, for the City of Montebello's general funds.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. City of Pico Rivera shall transfer $1,200,000 of its Fiscal Year 2023-24 and $1,800,000 of its Fiscal Year 2024-25 Proposition A Local Return Funds to City of Montebello by March 19, 2026. In return, City of Montebello shall transfer $2,250,000 of its General Funds to City of Pico Rivera by March 31, 2026. In the event that either City fails to transfer the specified funds within the timelines outlined above, this Agreement shall be automatically terminated. Upon termination, neither party shall have any further obligations under this Agreement, except for the return of any funds required pursuant to the terms hereof.

2. Consideration. City of Pico Rivera shall transfer the Proposition A Local Return funds to City of Montebello in one lump sum payment. City of Montebello shall transfer its general funds to City of Pico Rivera in one lump sum payment.

3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

4. Termination. This Agreement may be terminated by either party before the date of approval of the project description covering the funds in question by Metro so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination date. Fa

5. Notices. Notices shall be given pursuant to this agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

    a. CITY OF PICO RIVERA
    Attn: Steve Carmona, City Manager
    6615 Passons Blvd.
    Pico Rivera, CA 90660

b. CITY OF MONTEBELLO
Attn: Raul Alvarez, City Manager
1600 W, Beverly Blvd.
Montebello, CA 90640

6. Assurances

A. City of Montebello shall use the assigned Proposition A Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in Metro's Proposition A Local Return Program Guidelines.

B. Concurrently with the execution of this Agreement City of Montebello shall provide Metro with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A Funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return funds.

7. This Agreement constitutes the entire understanding between the parties, with respect to the subject matter herein. This Agreement shall not be amended nor any provisions or breach hereof waived, except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Fund Exchange Agreement to be executed by their respective officers, duly authorized, on the day and year above written.

CITY OF PICO RIVERA

BY:_____
Steve Carmona, City Manager

Dated:_____

ATTEST:

_____
Cynthia Ayala, City Clerk

Approved as to Form:

_____
Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

BY:_____
Raul Alvarez, City Manager

Dated:_____

_____
Christopher Jimenez, City Clerk

Approved as to Form:

_____
Arnold M. Alvarez-Glasman, City Attorney

ITEM # 19

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

SUBJECT: **APPROVE AGREEMENT NO. 4430 WITH GEO-COMM INC. FOR MAPPING AND GIS SERVICES**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4430 with Geo-Comm for mapping services; and,
2. Authorize the City Manager to execute the agreement; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $50,000 in Account Nos. 265-80-834-6010.40 (Grants, Police COPS Technology Equipment Program, Machinery and Equipment-Computer Software [Expenditures]) and 265-99-4198.25 (Grants, Non-Departmental Misc.Grants-COPS Technology Equipment Program [Revenue]; and
4. Take such additional related action that may be desirable.

FISCAL IMPACT:

The City of Montebello was awarded $300,000 in Community Oriented Policing Services (COPS) Technology and Equipment Program (TEP) grant funds for the implementation of license plate reader systems ($250,000) and geographic data mapping ($50,000) software. The Montebello Police Department has allocated $250,000 of the awarded funds to lease automated license readers (Agreement No. 4344). The City Council approved the license plate reader agreement on September 13, 2025 (Attachment A). The remaining $50,000 of the grant will be utilized for mapping and GIS services (Attachment B).

The recommended actions require amending the Fiscal Year 2025-26 budget by

increasing appropriations by $50,000 in Account Nos.265-80-834-6010.40. (Grants, Police, COPS Technology Equipment Program, Machinery and Equipment-Computer Software [Expenditures]), and 265-99-4198.25 (Grants, Non-Departmental, Misc.Grants-COPS technology Equipment Program [Revenue]).

BACKGROUND/DISCUSSION:

The City has been awarded funding in a total amount of $300,000 through the COPS Technology and Equipment Grant, secured with the support of Congresswoman Linda Sánchez. This grant is intended to enhance law enforcement technology and operational efficiency through targeted investments in critical public safety systems.

The Police Department proposes to utilize a portion of this grant allocation ($50,000) to contract with Geo-Comm, the City's mapping and geographic information system (GIS) service provider (Attachment B). Geo-Comm provides advanced mapping, data integration, and real-time situational awareness tools that support emergency response, officer safety, and informed decision-making.

Funding from this grant will allow the Department to continue to maintain and enhance its mapping services, ensuring continued access to accurate, up-to-date geographic and operational data. These services are essential for effective deployment of police resources, improved response times, coordinated emergency operations, and overall public safety outcomes.

The proposed use of funds is consistent with the intent of the COPS Technology and Equipment Grant. The grant-funded services will strengthen existing technological capabilities without creating additional long-term financial obligations for the City beyond the grant period.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute Professional Services Agreement No. 4430 (Attachment B) with Geo-Comm for mapping software, with the term expiring November 30, 2026. The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by $50,000 in Account Nos. 265-80-834-6010.40 (grants, Police, COPS Technology Equipment Program, Machinery and Equipment-Computer Software [Expenditures]), and 265-99-4198.25 (Grants, Non-departmental, Misc.Grants-COPS Technology Equipment Program [Revenue]).

ATTACHMENT(S)

1. Attachment A - Staff Report Item 18 9/13/25
2. Attachment B - GIS Professional Service Agreement
3. Attachment C - GIS Certificate of Liability

ITEM # 18

Approve
Passed

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

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

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

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

FISCAL IMPACT:

The City of Montebello Police Department was awarded $300,000 in Community Oriented Policing Services (COPS) Technology and Equipment Program (TEP) grant funds for technological enhancements, specifically the implementation of license plate reader systems ($250,000) and geographic data mapping ($50,000) projects. The Montebello Police Department plans to allocate $250,000 of the awarded funds to lease and install 22 license plate readers from Flock Safety. The remaining $50,000 will be brought at a future City Council meeting for the data mapping-related expenditures.

The initial subscription to the Flock Safety system covers a 36-month period, which

ITEM # 18

Approve
Passed

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

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

DATE: August 13, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

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

FISCAL IMPACT:

The City of Montebello Police Department was awarded $300,000 in Community Oriented Policing Services (COPS) Technology and Equipment Program (TEP) grant funds for technological enhancements, specifically the implementation of license plate reader systems ($250,000) and geographic data mapping ($50,000) projects. The Montebello Police Department plans to allocate $250,000 of the awarded funds to lease and install 22 license plate readers from Flock Safety. The remaining $50,000 will be brought at a future City Council meeting for the data mapping-related expenditures.

The initial subscription to the Flock Safety system covers a 36-month period, which

includes the lease and installation of equipment for a total cost of $250,000 (Fiscal Year 2025-26 - $86,000, FY 2026-27 - $82,000 and FY 2027-28 - $82,000). The recommended actions would approve Master Service Agreement No. 4344 (Attachment A). Additionally, under the authority of Montebello Municipal Code Chapter 3.20.050(B) Conformance with Bidding Procedures, Sole/Single Source Goods and/or Services, the City is seeking to award a contract for Flock's services (Attachment B).

The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by $250,000 in Account Nos. 265-80-834-6010.10. (Grants, Police, COPS Technology Equipment Program, Machinery and Equipment [Expenditures]), and 265-99-4198.25 (Grants, Non-Departmental, Misc.Grants-COPS Technology Equipment Proram [Revenue]).

BACKGROUND/DISCUSSION:

Congresswoman Linda Sánchez submitted funding requests for several key community projects to the House Appropriations Committee to benefit California's 38th Congressional District. In April 2024. Subsequently, the City of Montebello was awarded a $300,000 COPS Technology and Equipment Grant.

Unlike other fixed or mobile Automated License Plate Reader (ALPR) systems, the Flock Safety system offers broader coverage across the City with vendor-provided maintenance, eliminating the need for City staff involvement. Flock operates under an all-inclusive deployment model and is the sole manufacturer and developer of its camera technology (Attachment B).

While not at a historic high, Part I crimes have shown a steady increase in Montebello and the surrounding region, with notable rises in burglaries, larcenies, and auto thefts. ALPR technology has proven to be an effective tool for law enforcement, aiding in the recovery of stolen vehicles and supporting the investigation and resolution of crimes involving the use of a vehicle.

Flock Safety's ALPR camera system consists of strategically placed fixed-mount cameras throughout a jurisdiction to enhance area coverage and provide detailed vehicle-related data to law enforcement. Flock Safety operates under a service subscription model and offers several advantages (Attachment A). The City receives a fully wireless solution with no infrastructure setup costs and the option for either solar or direct power. The service subscription includes the camera hardware, maintenance, software updates, unlimited user access, 30-day data storage, LTE connectivity, solar power, mounting hardware, and ongoing system monitoring. This model reduces the City's long-term financial burden by eliminating the responsibility of maintaining or replacing costly equipment at the end of its service life.

The company adheres to standard operating procedures and complies with all applicable government regulations and workplace safety standards.

Flock Safety prioritizes objectivity and privacy by focusing exclusively on vehicle-related data (e.g., license plate, make, body type, color, and timestamp), without collecting

personally identifiable information (e.g., names, addresses, or phone numbers), and does not employ facial recognition technology.

Flock Safety is the sole manufacturer and service provider of the ALPR system and its integrated software and monitoring services. Key benefits of their system include:

- **Proprietary machine vision technology** capable of analyzing license plates, states of registration, and unique vehicle attributes (e.g., roof racks, bumper stickers) based on image analytics rather than DMV registration data.
- **Vehicle Fingerprint Technology**, allowing officers to perform searches based on descriptive characteristics of a vehicle without a license plate and receive alerts for matches.
- **Advanced search filters**, including color, make, type, partial or full license plates, state identifiers, and object detection.
- **Integration with Evidence.com**, as Flock Safety is the only ALPR vendor officially partnered with AXON. AXON is the current vendor providing both body-worn and in-car camera systems for the Montebello Police department.

Several neighboring communities in the San Gabriel Valley currently utilize the Flock Safety ALPR system, including Arcadia, Alhambra, Azusa, Baldwin Park, Covina, El Monte, Glendora, Monrovia, Monterey Park, Pico Rivera, East Los Angeles, Pomona, Rosemead, San Dimas, San Marino, South Pasadena, and West Covina.

To maximize effectiveness, ALPR cameras should be installed at major entry points into the City to monitor inbound traffic. In collaboration with the Flock Safety representatives, staff has identified 22 potential locations for deployment. Final locations will be determined by staff after an assessment by Flock Safety.

Upon installation and activation of the system, patrol officers and detectives will be granted access following the completion of necessary training. Once trained, personnel will have access to the broader Flock Safety ALPR network, greatly enhancing regional investigative capabilities. This interconnected system will strengthen both crime prevention and investigative efforts by facilitating information sharing across jurisdictional boundaries. Only Montebello ALPR Administrators will control data sharing permissions within the Flock system as outlined in the department's ALPR use policy. The sharing of information with local agencies is authorized by the Montebello Police Department and is not conducted automatically. This information will not be shared with agencies outside the state of California per SB34, nor will it be shared with immigration enforcement agencies per SB54.

Officers can use the recorded footage from ALPR cameras in conjunction with private surveillance systems to identify suspect vehicles. Once a vehicle description or plate is obtained, the Flock Safety database can be queried to locate possible matches. If the vehicle is detected in another jurisdiction, the image and related data can be retrieved and shared with other law enforcement agencies, increasing the chances of apprehension.

Additionally, officers can create custom "hotlists" and receive real-time alerts when a vehicle matching the description is detected by any Flock ALPR camera, either in Montebello or neighboring communities. This feature is particularly valuable for tracking fleeing suspects, allowing for the strategic deployment of law enforcement resources such as air support or additional patrol units.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute Master Services Agreement No. 4344 (Attachment A) with Flock Safety for a lease subscription and installation of 19 License Plate Reader (LPR) Falcon Camera Systems and 3 LPR Long Range Falcon Camera Systems, for a 3-year term with the option of two-1 year extensions, utilizing Chapter 3.20.050(B) Conformance with Bidding Procedures - Sole/Single Source Goods and/or Services (Attachment B). The recommended actions require amending the Fiscal Year 2025-26 budget by increasing appropriations by $250,000 in Account Nos. 265-80-834-6010.10. (Grants, Police, COPS Technology Equipment Program, Machinery and Equipment [Expenditures]), and 265-99-4198.25 (Grants, Non-Departmental, Misc.Grants-COPS Technology Equipment Proram [Revenue]).

ATTACHMENT(S)

1. Attachment A - Agreement No.4344
2. Attachment B -Sole Source Letter

AGREEMENT NO. 4344 WITH FLOCK GROUP INC. (DBA FLOCK SAFETY) AND CITY OF MONTEBELLO

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, the Parties have an option to renew the Agreement for successive renewal terms of twelve (12) months each, as set forth on the Order Form (each, a "***Renewal Term***") by providing notice of at least thirty (30) days prior to the end of the then-current term. Renewal Terms shall not accrue automatically.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system.

Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 1600 W. Beverly Blvd., Montebello, CA 90640

ATTN: William Molinari, Administrative Lieutenant

EMAIL: WMolinari@montebelloca.gov

GIS Professional Services Project Agreement

This Agreement is made by and between **City of Montebello Police Department** ("Customer") organized under the laws of the state of California and **Geo-Comm, Inc.** ("GeoComm") a Minnesota corporation with its principal offices at 1100 West St. Germain Street, Suite 300, St. Cloud, MN, 56301.

GeoComm's certified staff of Emergency Number Professionals (ENPs), GIS Professionals (GISPs), and Project Management Professionals (PMPs) have a proven track record of delivering on GeoComm's services and solution implementation projects in 49 states nationwide and is willing to provide services to the Customer.

The parties agree to the following:

Section 1 – Scope of Work
Upon execution of Agreement, GeoComm will provide solutions and services as described in the exhibits.

Section 2 – Pricing and Payment Terms
Customer will pay GeoComm $33,233.81 plus applicable sales taxes* as further described in Exhibit A - Pricing.

Customer agrees to pay GeoComm on the following payment schedule:

- $33,233.81 Invoiced net 30 on December 1, 2025

Services will be provided December 1, 2025 to November 30, 2026.

**If entity is tax exempt please email tax exemption certificate to dhaus@geocomm.com.*

Section 2.1 – Disputed Invoice
If Customer disputes any part of an invoice, then Customer must notify Supplier in writing as to the specific amounts contested and the reasons for such dispute on or before the Due Date of the invoice. Customer agrees to pay in a timely fashion and in accordance with Section 2 – Pricing and Payment Terms of the Agreement any part of an invoice that is not disputed.

Section 2.2 - Late Payment for Undisputed Invoice
Customer shall pay the amounts indicated in the Agreement for the Services delivered by GeoComm. Unless otherwise specified in this Agreement, GeoComm may invoice the Customer for the amounts specified in Section 2 – Pricing and Payment Terms upon their acceptance. Customer shall pay GeoComm the full amount of such invoices in U.S. Dollars via Electronic Funds Transfer (EFT) within thirty (30) days of the date of the invoice (Due Date). Except for any amounts reasonably disputed by Customer in writing, GeoComm may assess, and Customer shall be liable to pay a late charge at a rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts from the Due Date until paid in full.

Section 3 – Standards of Work
GeoComm agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to employ the care and skill ordinarily used by members of GeoComm's profession.

Section 4 – Changes in the Work
The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, or portions of the work. If any change order causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an Amendment/Addendum will be done and signed by both parties.

Section 5 – Excusable Delays
Neither GeoComm nor the Customer shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties.

Section 6 – Disclaimer of Warranties and Limitation of Liability
To the fullest extent permitted by applicable law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GeoComm and GeoComm's officers, directors, partners, employees and consultants, and any of them, to the Customer and anyone claiming by or through the Customer, for any and all claims, losses, costs or damages, including attorneys' fees and costs of any nature whatsoever or expenses resulting from or in any way related to this Agreement, including the solutions and services delivered by GeoComm hereunder or the use thereof by Customer, shall not exceed the total compensation received by GeoComm in fees under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by applicable law.

Except as specifically represented herein, the goods and services provided by GeoComm pursuant to this agreement are **"AS" IS" AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND GEOCOMM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. GEOCOMM DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN CONTENT; ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE.**

Section 7 – Disclaimer of Patent License
Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppels or otherwise, any license under any patents or patent applications of GeoComm. Except, the Customer shall have the normal non-exclusive royalty-free license to use that is implied or otherwise arises by operation of law in the sale of a software license.

Section 8 – Software User Terms of Use
"GeoComm Software Authorized Users Terms of Use" found at www.geocomm.com/legal applies to this Agreement.

Section 9 – Termination
Either party, upon thirty (30) days written notice to the other party, may terminate an Agreement for violation of the terms and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid. If statutory funding is cancelled, the Customer may terminate agreement and shall only be liable for services provided prior to termination.

Section 10 – Relationship of Parties
The parties understand that GeoComm is an independent contractor and not an employee of the Customer. The Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of GeoComm as a function of this agreement.

Section 11 – Insurance
GeoComm has comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. Minimum limits for GeoComm liability insurance shall be in the amount of $2,000,000 for any number of claims arising out a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy.

GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement that are in any way a result of the negligence of GeoComm or its employees or agents

Section 12 – Data Confidentiality
GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of seven (7) years following

disclosure and shall survive early termination of this Agreement. All data, whether digital or hardcopy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this Agreement, without the express permission of the Customer.

Section 13 – Records Retention and Availability
GeoComm agrees that the Customer, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GeoComm and involve transactions relating to this Agreement. GeoComm agrees to maintain these records for a period of seven (7) years from the date of termination of this Agreement.

Section 14 – Notices
All notices under this agreement shall be mailed to the physical address listed below.

City of Montebello Police Department
Stacey Smith, Police Dispatch Supervisor
1600 W. Beverly Blvd.
Montebello, CA 90640
Phone: (323) 887-1209
Email: SSmith@MontebelloCA.gov

Geo-Comm, Inc.
Brian Jacobson, Chief Financial Officer
1100 West St. Germain Street, Suite 300
St. Cloud, MN 56301
Phone: (320) 240-0040
E-mail: bjacobson@geocomm.com

Section 15 – Entire Agreement
This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 16 – Severability
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 17 – Laws to be Observed
GeoComm will, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to GeoComm's personnel and performance of this Agreement. GeoComm has an Affirmative Action Plan in place to ensure nondiscrimination and fair hiring practices.

Section 18 - Applicable Law
If there is any dispute concerning this Agreement, the laws of the Customer's state will rule if required by customer's funding or legal policy, otherwise the State of Minnesota laws will apply.

Section 19- Subcontractors
GeoComm reserves the right to engage subcontractors for the fulfillment of services outlined in this agreement, provided the subcontractors meet the standards and qualifications agreed upon by both parties. GeoComm shall remain fully responsible for the performance and deliverables of any subcontractors engaged under this agreement.

Section 20 – Authorization of Both Parties

GeoComm	
Signature	
Print Name	
Date	

Customer	
Signature	
Print Name	
Purchase Order # (if required)	
Date	

Exhibit A – Pricing

GIS Professional Services

Description	One-time Price
CAD Map Package & Provisioning Services Configuration and Training Services	$4,354.00
Annual Recurring Service (Provided December 1, 2025 to November 30, 2026)	**Annual Price**
GIS Data Layers Maintenance Services	$13,288.21
MSAG and ALI Maintenance Services	$3,163.86
CAD Map Package Creation & Provisioning Services	$12,427.74
Contract Total	**$33,233.81**

Notes: Following initial term and including any advance renewal orders, pricing is subject to increases at the sole discretion of GeoComm annually as a result in changes in market conditions including the Consumer Price Index and inflation. Written notice of price increase would be provided at least 30 days prior to the start of each contract year.

GIS Data Layers Maintenance Services

- GeoComm will use provided resources, including digital copies of the MSAG and ALI database, to update GIS data layers for location validation in 9-1-1 systems. As needed, GeoComm will:
- Update the Road Centerline layer with additions, deletions, and corrections
- Update the Site/Structure Address Point layer with additions, deletions, and corrections
- Update Service Boundary Layers (PSAP, police, fire, EMS, and ESZ/ESN) with additions, deletions, and corrections when requested
- Update the Provisioning Boundary Layer with additions, deletions, and corrections.
- Update the Incorporated Municipality Layer when there are annexations
- If available, replace existing additional layer(s) with customer-provided data (e.g. railways, water features, hazardous sites, etc.)

GIS data attribute standardization following the NENA Standard for NG9-1-1 GIS Data Model and/or your PSAP mapping system requirements are included. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will perform quality control (QC) checks on GIS data to measure GIS data quality and synchronization with MSAG and ALI databases, if available. If GIS data errors are detected, GeoComm will make appropriate corrections. If MSAG or ALI errors are detected, GeoComm will correct the error if contracted to do so. If resolving the MSAG or ALI errors are outside of the scope of service, GeoComm will provide you with a list of required updates.

GeoComm will provide updated GIS data packages (zip file containing the updated GIS data layers in file geodatabase format) for you to provision into your local 9-1-1 systems. If the local 9-1-1 system is a GeoComm mapping application, GeoComm will execute the update process.

If requested, GeoComm can provide.pdf files representing one combined Service Boundary map (Police, Fire, EMS) which you can print to hard copy wall maps.

GeoComm will work with Customer to ensure map data meets or exceeds industry standards issued by NENA and State issued standards for NG9-1-1. Additional charges may apply if new data layers need to be built due to State requirements.

MSAG and ALI Maintenance Services

To ensure ongoing synchronization with GIS data layers, MSAG, and ALI database, GeoComm will update and manage your MSAG based on provided resources. As needed, GeoComm will:

- Submit MSAG updates to your database provider when roads are added, changed, or deleted if allowed access to the database provider's MSAG maintenance system.
- Assist in the resolution of MSAG discrepancies, as provided by the database provider (E.g. overlaps with other MSAG entries, address validation, etc.)
- Assist in the resolution of inconsistencies between the MSAG and GIS data layers.
- Assist in the resolution of telephone (TN) records that do not match the MSAG.
- Request new Emergency Service Numbers (ESNs) from the database provider when new responder combinations are created.
- Complete periodic reviews of the MSAG, ALI database, and GIS data layers to ensure a high synchronization Rate and complete updates. Note: If clarification is needed, GeoComm will work with you to ensure accurate updates are made.

CAD Map Packages Services

CAD Map Package Creation Service

GeoComm will assist the City of Montebello with the following CAD support tasks:

- On a quarterly basis, GeoComm will create a CAD Map Package allowing for accurate updates into the CAD system to be made by the City of Montebello staff
- On a quarterly basis, GeoComm will provide digital documentation outlining the changes made to the previous map package version
- GeoComm will work with the City of Montebello to make any desired changes to the .mxd files responsible for the look and feel of the CAD map display

Layers to be updated include only those which are provided by the City of Montebello and those which are required for use within your Tyler Technologies CAD system. The map package will be provided to the City of Montebello to provision into your Tyler Technologies CAD system. If issues with the map package are discovered during the provisioning process, GeoComm will assist in troubleshooting measures to identify the cause of the issue and, if necessary, provide a new, updated map package for incorporation.

CAD Map Package Provisioning Service

On a quarterly basis, GeoComm will utilize existing City of Montebello GIS data to provide updated versions of all required GIS map layers (shape file, alternate names table, locators) in the format needed for full functionality in the City of Montebello's CAD GIS system. Layers include, but are not limited to:

- Address points
- Road Centerlines
- Emergency Service Boundary Layers (Fire, Law, Medical, and ESN)
- City and County Boundaries
- Intersections Points
- Block Points
- Mile Marker Points
- AutoAID Boundary
- Common Place Points

GeoComm will also coordinate with the City of Montebello, the City's GIS team, and Tyler Technologies (CAD vendor) to resolve GIS-related CAD issues reported by end users.

GeoComm will then remotely access the CAD server to transfer the new data, publish map and geocode services, and build a new CAD configuration with the updated data. GeoComm will complete initial testing of the new configuration in the CAD practice environment to ensure GIS updates are visible and known issues have been resolved. The City of Montebello is responsible for further testing of the new CAD configuration in the practice environment and then updating the live database when testing is complete. Any significant errors identified during the testing process will prompt a discussion as to whether provisioning to live CAD should proceed or be delayed until data issues have been resolved.

Exhibit C – Project Deliverables

GeoComm Deliverables

- Updated map data layers provided as frequently as monthly for use in the City of Montebello's Tyler Technologies CAD system
- Quarterly digital documentation outlining changes made to the previous map package
- Assistance with GIS-related CAD issues
- Quarterly GIS updates to the Tyler Technologies CAD system
- Completed security clearance forms required for remotely accessing the City of Montebello's CAD server

ATTACHMENT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** Granite Certificates **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** GraniteCertificates@marshmma.com
INSURED GRANIEQUIT Geo-Comm, Inc. 1100 W Saint Germain Street Suite 300 St. Cloud MN 56301	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lloyds Syndicate 2623/623 — 99999 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** LEXINGTON INSURANCE COMPANY — 19437 **INSURER D :** Chubb Indemnity Insurance Comp — 12777 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1679103595 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			36093840	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Loc Agg Maximum	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73636144	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto Phys Dam	$ 1,000,000 $ $ $ $ ActualCashValue
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			56727779	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	70441817	9/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C A	Excess Liability Primary Tech E&O/Cyber			011170833 WG00006254AD	9/1/2025 9/1/2025	9/1/2026 9/1/2026	Excess of $5,000,000 Each Claim/Agg TechE&O/CybrRetention	$5,000,000 $5M/$5M $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Tech E&O/Cyber: CFC Underwriting Limited; ESO0440481007; 9/1/2025 - 9/1/2026; $5M excess $5M
Hired Auto Physical Damage Comp/Collision Deductibles: $1,000/$1,000

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ITEM # 20

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2485, AMENDING CHAPTER 8.32 OF THE MONTEBELLO MUNICIPAL CODE TO EXPAND THE PROHIBITION OF SMOKING TO INCLUDE PLACES OF EMPLOYMENT, PUBLIC SPACES AND OUTDOOR AREAS**

DATE: January 14, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Waive Second Reading and adopt Ordinance No. 2485, amending Chapter 8.32, entitled *Smoking*, of the Montebello Municipal Code ("MMC"), to expand the prohibition of smoking to include places of employment, public spaces and outdoor areas, in order to protect public health and the environment; and
2. Determine and Find that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, considering that it can be seen with certainty that there is no possibility that amending chapter 8.32 of the MMC will have a significant effect on the environment; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The recommended actions have no fiscal impact.

BACKGROUND/DISCUSSION:

The City of Montebello currently regulates smoking under Chapter 8.32 of the Montebello Municipal Code. The existing ordinance prohibits smoking in areas of city-owned

buildings and city-owned vehicles. However, the current code does not adequately address smoking in places of employment and outdoor areas where secondhand smoke exposure may still occur.

In recent years, neighboring cities have expanded their smoking regulations to include outdoor spaces such as parks, dining patios, event areas, and other shared environments. These regulations aim to reduce exposure to secondhand smoke and vapor, minimize environmental impacts from tobacco litter, and promote healthier public spaces.

The City has engaged with representatives from the Community Health Alliance for Healthy Outdoor Spaces ("CAHOS"), a community-led coalition that provides education and outreach to Montebello residents on the dangers of secondhand smoke exposure in outdoor and public spaces. Discussions with CAHOS have included findings from community workshops and public opinion surveys, which indicate strong community support for expanding smoke-free protections to include places of employment and outdoor areas such as parks, outdoor dining spaces, and public gathering venues. The feedback received underscores the community's interest in creating cleaner, safer, and more health-conscious public environments throughout the City.

On November 12, 2025, the City Council considered the proposed Text Code Amendment. After the City Council's independent review, consideration, analysis of Staff's report and information presented, as well as oral and written testimony by persons of the public, the City Council unanimously voted to introduce and waive the first reading of Ordinance No. 2485, amending Chapter 8.32, entitled Smoking, of the MMC, to expand the prohibition of smoking to include places of employment, public spaces and outdoor areas.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance amending MMC Chapter 8.32 does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Code Amendment are not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Additionally, the proposed Ordinance amending MMC Chapter 8.32 qualifies for a statutory exemption under CEQA Guidelines Section 15061(b)(3) - Common Sense Exemption. This exemption applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Since the adoption of an Ordinance amending MMC Chapter 8.32 does not, in itself, result in any physical changes to the environment or authorize any specific development activity, it can be determined with certainty that the proposed action will not have a significant environmental impact. Therefore, this activity is not subject to CEQA.

ANALYSIS:

As stated in Chapter 8.32 of the Montebello Municipal Code, the City Council has determined that there is substantial evidence demonstrating that smoking in any form poses a serious hazard to the health of the general public and City employees, as well as an irritation, inconvenience, and discomfort to individuals in enclosed areas. To protect public health, safety, and welfare, the declared purpose of Chapter 8.32 is to promote a policy of non-tobacco use in all areas of City-owned buildings and vehicles, unless specifically exempted.

In an effort to further safeguard the health and welfare of the community, City staff in collaboration with CAHOS is proposing a text amendment to Chapter 8.32 of the Montebello Municipal Code to expand the prohibition of smoking (including vaping, electronic smoking devices, and cannabis) to include places of employment and outdoor areas such as recreational areas, service areas, outdoor dining areas, public event areas, and other outdoor public spaces.

The proposed text amendment is consistent with the goals and policies of the City's General Plan, particularly Element No. 5 entitled "Our Healthy Community," which encourages the prohibition of smoking in public spaces and the promotion of healthy lifestyles. This measure supports the City's commitment to preventive health and environmental quality by protecting public health, reducing litter and fire hazards, and improving overall air quality within Montebello.

PROPOSED TEXT CODE AMENDMENT

Staff is recommending the following changes to Chapter 8.32 of the Montebello Municipal Code (proposed new language is underlined, while removed language is ~~stricken~~):

Chapter 8.32 SMOKING

8.32.010 Purpose.

The city council has determined that there is ample evidence that smoking in any form is a serious hazard to the health of members of the general public and city employees and an irritation, inconvenience and discomfort to persons in enclosed and outdoor areas. In order to serve the public health, safety and welfare, the declared purpose of this chapter is to promote a policy of not smoking by any means such as ~~non~~tobacco use, or any weed or plant, in all areas of city-owned buildings or, ~~and in~~ city-owned vehicles~~,~~ ~~-~~unless exempted, and recreational areas, places of employment, outdoor dining and drinking areas, service areas, public event areas, and other publicly accessible outdoor spaces within the City.

8.32.020 Definitions.

The words and phrases used in this chapter shall have the following meanings unless from the context a different meaning is apparent:

"Cannabis" has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

"City-owned building" means any building owned or leased and in use by the city. City-owned building shall not include any building owned in part by the city redevelopment agency which is also partly owned by private individuals or corporations under a disposition and development agreement or owner participation agreement; city-owned buildings include, but are not limited to, the Montebello senior citizens center, Taylor Ranch, parks and recreation, corporate yard, police department, fire department and city hall.

"City-owned vehicle" means any vehicles owned or leased and in use by the city of Montebello.

“Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including but not limited to an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

“Employee” means any person who is employed or retained as an independent contractor by any employer in consideration for direct or indirect monetary wages or profit, or any person who volunteers his or her services for an employer.

“Employer” means any person or nonprofit entity that retains the service of one or more employees.

"Exceptions" means any building or designated area identified in writing by the city manager as exempt from the provisions of this chapter.

“Outdoor Dining Area” means any publicly or privately owned outdoor area including, but not limited to, patios, streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used for consuming food or drink. An outdoor dining area also includes temporary dining areas, such as a food truck, stall, or cart.

“Person” means any human, business, corporation, partnership, cooperative association, personal representative, receiver, trustee, assignee, or any other legal entity.

“Place of employment” means an area under the control of an employer that an employee or the general public has access to in the normal course of operations, regardless of the hours of operation, including, but not limited to, work areas and construction sites.

“Public event areas” means any publicly or privately owned place used for an event open to the general public, regardless of any fee or age requirement, including, but not limited to, a farmers’ market, parade, fair, festival, or concerts.

“Public place” means any publicly or privately owned place that is open to the general public, regardless of any fee or age requirement, including, but not limited to, sidewalks, streets, parking lots, plazas, shopping areas, stadiums, or sporting facilities.

“Recreational area” means any publicly or privately owned area [including streets and sidewalks located within the area,] that is open to the general public for recreational purposes, regardless of any fee or age requirement. The term “recreational area” includes, but is not limited to, facilities, parks, playgrounds, athletic fields, restrooms, beaches, picnic areas, spectator and concession areas, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, roller and ice-skating rinks, skateboard parks, amusement parks, zoos, and aquatic areas.

“Service area” means any publicly or privately owned area, including streets and sidewalks, that is designed to be used or is regularly used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not such service or transaction includes the exchange of money. The term “service area” includes, but is not limited to, areas including or within 25 feet of information kiosks, automatic teller machines (ATMs), service lines, bus stops or shelters, or cab stands.

“Smoke” or “Smoking” means:

(1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic;

(2) carrying any lighted, heated, or activated tobacco, nicotine, cannabis, or plant product, whether natural or synthetic, intended for inhalation; or

(3) using an electronic smoking device or hookah.

"Smoking" does not include the use of traditional, sacred tobacco as part of an Indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

~~"Smoking" means the burning of any form of tobacco, in a pipe, cigar or a cigarette or any other device used for burning of tobacco or other similar combustible material so that the person in possession thereof can inhale and exhale the smoke therefrom.~~ "Tobacco product" means:

(1) any product that is made from or derived from commercial tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

"Tobacco product" does not include drugs, devices, or combination products approved for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Tobacco product use" means the act of smoking, vaping, or the consumption of any tobacco product or nicotine product in any form.

"Unenclosed area" means any area that is not an enclosed area.

8.32.030 Prohibition.

Smoking is prohibited in the following locations: ~~all city-owned buildings and city-owned vehicles.~~

- City owned buildings
- City owned vehicles
- Recreational areas
- Outdoor dining and drinking areas
- Service areas
- Places of employment
- Public event areas
- Other publicly accessible outdoor spaces within the City

8.32.040 Signs.

Signs designating "no smoking" ~~areas in city-owned buildings and in city-owned vehicles~~where smoking is prohibited, shall be clearly, sufficiently and conspicuously posted. The manner of such posting, including the wording, size, color, design, and place of posting, shall be determined by the city manager or his/her designee.

8.32.050 Violation—Penalty.

Any person who violates any provision of this chapter shall be guilty of an infraction and, notwithstanding any other provision of this code to the contrary, upon conviction thereof, may be

punished by a warning for the first offense, a fine of not more than fifty dollars for the second offense, and one hundred dollars for the third and subsequent offenses.

SUMMARY:

The proposed text amendment expanding the prohibition of smoking to include places of employment and outdoor areas conforms with the Montebello General Plan as it will enhance public health, improve environmental quality, and align Montebello with regional efforts to provide smoke-free environments for residents and visitors. Therefore, it is recommended that the City Council waive second reading and adopt Ordinance No. 2485, amending Chapter 8.32 - *Smoking*, of the Montebello Municipal Code, to expand the prohibition of smoking to include places of employment, public spaces and outdoor areas as provided in Attachment A, hereto and incorporated by reference.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2485
2. Attachment B - CEQA Statutory Exemption

ORDINANCE NO. 2485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 8.32 OF THE MONTEBELLO MUNICIPAL CODE TO EXPAND THE PROHIBITION OF SMOKING TO INCLUDE PLACES OF EMPLOYMENT, PUBLIC SPACES AND OUTDOOR AREAS

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, the City currently regulates smoking under Chapter 8.32 of the Montebello Municipal Code. The existing ordinance prohibits smoking in areas of city-owned buildings and city-owned vehicles; and

WHEREAS, the City Council desires to amend Chapter 8.32 of the Montebello Municipal Code ("MMC") in an effort to further safeguard the health and welfare of the community by expanding the prohibition of smoking (including vaping, electronic smoking devices, and cannabis) to include places of employment and outdoor areas such as recreational areas, service areas, outdoor dining areas, public event areas, and other outdoor public spaces; and

WHEREAS, the City Council desires to amend Chapter 8.32 of the MMC pursuant to this Ordinance to enhance public health and improve environmental quality; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and hereby incorporated into this Ordinance.

SECTION 2. AMENDMENT. Chapter 8.32 of the Montebello Municipal Code is hereby amended to read as follows (new language is underlined, while removed language is ~~stricken~~):

Chapter 8.32 SMOKING

8.32.010 Purpose.

The city council has determined that there is ample evidence that smoking in any form is a serious hazard to the health of members of the general public and city employees and an irritation, inconvenience and discomfort to persons in enclosed and outdoor areas. In order to serve the public health, safety and welfare, the declared purpose of this chapter is to promote a policy of not smoking by any means such as ~~non~~tobacco use, or any weed or plant, in all areas of city-owned buildings or, ~~and in~~ city-owned vehicles~~,~~ ~~-~~unless exempted, and recreational areas, places of employment, outdoor dining and drinking areas, service areas, public event areas, and other publicly accessible outdoor spaces within the City.

8.32.020 Definitions.

The words and phrases used in this chapter shall have the following meanings unless from the context a different meaning is apparent:

"Cannabis" has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

"City-owned building" means any building owned or leased and in use by the city. City-owned building shall not include any building owned in part by the city redevelopment agency which is also partly owned by private individuals or corporations under a disposition and development agreement or owner participation agreement; city-owned buildings include, but are not limited to, the Montebello senior citizens center, Taylor Ranch, parks and recreation, corporate yard, police department, fire department and city hall.

"City-owned vehicle" means any vehicles owned or leased and in use by the city of Montebello.

"Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including but not limited to an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

"Employee" means any person who is employed or retained as an independent contractor by any employer in consideration for direct or indirect monetary wages or profit, or any person who volunteers his or her services for an employer.

"Employer" means any person or nonprofit entity that retains the service of one or more employees.

"Exceptions" means any building or designated area identified in writing by the city manager as exempt from the provisions of this chapter.

"Outdoor Dining Area" means any publicly or privately owned outdoor area including, but not limited to, patios, streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used for consuming food or drink. An outdoor dining area also includes temporary dining areas, such as a food truck, stall, or cart.

"Person" means any human, business, corporation, partnership, cooperative association, personal representative, receiver, trustee, assignee, or any other legal entity.

"Place of employment" means an area under the control of an employer that an employee or the general public has access to in the normal course of operations, regardless of the hours of operation, including, but not limited to, work areas and construction sites.

"Public event areas" means any publicly or privately owned place used for an event open to the general public, regardless of any fee or age requirement, including, but not limited to, a farmers' market, parade, fair, festival, or concerts.

"Public place" means any publicly or privately owned place that is open to the general public, regardless of any fee or age requirement, including, but not limited to, sidewalks, streets, parking lots, plazas, shopping areas, stadiums, or sporting facilities.

"Recreational area" means any publicly or privately owned area [including streets and sidewalks located within the area,] that is open to the general public for recreational purposes, regardless of any fee or age requirement. The term "recreational area" includes, but is not limited to, facilities, parks, playgrounds, athletic fields, restrooms, beaches, picnic areas, spectator and concession areas, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, roller and ice-skating rinks, skateboard parks, amusement parks, zoos, and aquatic areas.

"Service area" means any publicly or privately owned area, including streets and sidewalks, that is designed to be used or is regularly used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not such service or transaction includes the exchange of money. The term "service area" includes, but is not limited to, areas including or within 25 feet of information kiosks, automatic teller machines (ATMs), service lines, bus stops or shelters, or cab stands.

"Smoke" or "Smoking" means:

(1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic;

(2) carrying any lighted, heated, or activated tobacco, nicotine, cannabis, or plant product, whether natural or synthetic, intended for inhalation; or

(3) using an electronic smoking device or hookah.

"Smoking" does not include the use of traditional, sacred tobacco as part of an Indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

~~"Smoking" means the burning of any form of tobacco, in a pipe, cigar or a cigarette or any other device used for burning of tobacco or other similar combustible material so that the person in possession thereof can inhale and exhale the smoke therefrom.~~ "Tobacco product" means:

(1) any product that is made from or derived from commercial tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

"Tobacco product" does not include drugs, devices, or combination products approved for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Tobacco product use" means the act of smoking, vaping, or the consumption of any tobacco product or nicotine product in any form.

"Unenclosed area" means any area that is not an enclosed area.

8.32.030 Prohibition.

Smoking is prohibited in the following locations: ~~all city-owned buildings and city-owned vehicles.~~

- City owned buildings
- City owned vehicles
- Recreational areas
- Outdoor dining and drinking areas
- Service areas
- Places of employment
- Public event areas
- Other publicly accessible outdoor spaces within the City

8.32.040 Signs.

Signs designating "no smoking" ~~areas in city-owned buildings and in city-owned vehicles~~where smoking is prohibited, shall be clearly, sufficiently and conspicuously posted. The manner of such posting, including the wording, size, color, design, and place of posting, shall be determined by the city manager or his/her designee.

8.32.050 Violation—Penalty.

Any person who violates any provision of this chapter shall be guilty of an infraction and, notwithstanding any other provision of this code to the contrary, upon conviction thereof, may be punished by a warning for the first offense, a fine of not more than fifty dollars for the second offense, and one hundred dollars for the third and subsequent offenses.

SECTION 3. **CEQA.** Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance amending MMC Chapter 8.32 does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Code Amendment are not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect

physical change in the environment. The Code Amendment would also be exempt under the commonsense exemption pursuant to CEQA Guidelines Section 15061(b)(3). This exemption applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Since the adoption of an Ordinance amending MMC Chapter 8.32 does not, in itself, result in any physical changes to the environment, it can be determined with certainty that the proposed action will not have a significant environmental impact.

SECTION 4. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. **PUBLICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 14TH DAY OF JANUARY 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 12th day of November 2025, and was adopted by the City Council of the City of Montebello at its meeting held on the 14th day of January, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

Notice of CEQA Exemption

To:	**From:**
County of Los Angeles Registrar-Recorder/County Clerk 12400 Imperial Highway Norwalk, CA 90650	City of Montebello Planning & Community Development Department 1600 W. Beverly Blvd. Montebello, CA 90640

Lead Agency: City of Montebello, Planning and Community Development Department
Project Title: Text Code Amendment to Chapter 8.32 entitled Smoking, of the Montebello Municipal Code
Project Location: Citywide
Case Number(s): Ordinance No. 2485 & ENV No. 15-25

Description of Nature, Purpose, and Beneficiaries of Project: A Text Code Amendment to Chapter 8.32 of the Montebello Municipal Code ("MMC") to expand the prohibition of smoking (including vaping, electronic smoking devices, and cannabis) to include places of employment and outdoor areas such as recreational areas, service areas, outdoor dining areas, public event areas, and other outdoor public spaces., and adoption of CEQA Exemption Section 15378 and Statutory CEQA Exemption Section 15061(b)(3) -Common Sense Exemption.

Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: City of Montebello

Exempt Status (*check one*)
☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number: 15378
☒ Statutory Exemptions. State code number: 15061(b)(3)

Justification for Project Exemption:
Pursuant to the provisions of the California Environmental Quality Act, the proposed ordinance amending MMC Chapter 8.32 does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Code Amendment are not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Additionally, the proposed Ordinance amending MMC Chapter 8.32 qualifies for a statutory exemption under CEQA Guidelines Section 15061(b)(3) - Common Sense Exemption. This exemption applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Since the adoption of an Ordinance amending MMC Chapter 8.32 does not, in itself, result in any physical changes to the environment or authorize any specific development activity, it can be determined with certainty that the proposed action will not have a significant environmental impact. Therefore, this activity is not subject to CEQA.

Lead Agency Contact Person: Joseph Palombi, Director of Planning & Community Development Department

Area Code/Telephone/Extension: (323) 887-1200, ext.1598

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency ☐ Signed by Applicant

ITEM # 21

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-02 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 14, 2026

RESOLUTION NO. 26-02

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.1603, consisting of 28 pages, and including:

Warrant No.

General: Check No. 609071 through 609653
ACH No. 9630 through 9993
Successor Check 1541

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 14th OF JANUARY 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-02 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14TH day of January 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8658	06/12/2025	$538.39	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8659	06/12/2025	$325.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8660	06/12/2025	$250.00	CONTRACT SERVICES	3163	BANK OF AMERICA
8661	06/12/2025	$4,223.43	TRAINING	3163	BANK OF AMERICA
8662	06/12/2025	$6,581.27	TRAINING	3163	BANK OF AMERICA
8663	06/12/2025	$135.19	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8664	06/12/2025	$124.63	SUPPLIES	3163	BANK OF AMERICA
8665	06/12/2025	$6,285.09	TRAINING	3163	BANK OF AMERICA
8666	06/12/2025	$7,257.16	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8667	06/12/2025	$2,465.77	SUPPLIES	3163	BANK OF AMERICA
8668	06/12/2025	$1,077.35	SUPPLIES	3163	BANK OF AMERICA
8669	06/12/2025	$36.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8670	06/12/2025	$5,031.46	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8671	06/12/2025	$472.38	SUPPLIES	3163	BANK OF AMERICA
8672	06/12/2025	$528.80	SUPPLIES	3163	BANK OF AMERICA
8673	06/12/2025	$75.03	SUPPLIES	3163	BANK OF AMERICA
8674	06/12/2025	$47.40	SUPPLIES	3163	BANK OF AMERICA
8675	06/12/2025	$282.00	TRAINING	3163	BANK OF AMERICA
8676	06/12/2025	$323.78	SUPPLIES	3163	BANK OF AMERICA
8677	06/12/2025	$407.06	SUPPLIES	3163	BANK OF AMERICA
8678	06/12/2025	$4,854.43	SUPPLIES	3163	BANK OF AMERICA
8679	06/12/2025	$6,171.02	TRAINING	3163	BANK OF AMERICA
8680	06/12/2025	$9,291.00	TRAINING	3163	BANK OF AMERICA
8681	06/12/2025	$1,493.33	SUPPLIES	3163	BANK OF AMERICA
8682	06/12/2025	$2,650.36	SUPPLIES	3163	BANK OF AMERICA
8683	06/12/2025	$273.80	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8684	06/12/2025	$987.51	RETIREMENT	58990	VISION SERVICE PLAN
8685	06/12/2025	$2,749.11	FRINGE BENEFITS	58990	VISION SERVICE PLAN
8686	06/12/2025	$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8687	06/12/2025	$1,480.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
8688	06/12/2025	$459,249.06	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8689	06/12/2025	$8,191.17	PENSION/RETIREMENT PAYABLE	17	CAL PERS

City of Montebello
Register of Demands No. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8690	06/12/2025	$454,470.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8691	06/12/2025	$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
8692	06/12/2025	$13,157.95	CONTRACT SERVICES	4773	A&D SIGNS CORP
8693	06/12/2025	$82.00	CONTRACT SERVICES	67210	AIR SOURCE INDUSTRIES INC
8694	06/12/2025	$906.10	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
8695	06/12/2025	$17,021.15	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8696	06/12/2025	$3,176.01	SUPPLIES	62880	AMERICAN MARKER
8697	06/12/2025	$4,712.90	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8698	06/12/2025	$1,412.85	CONTRACT SERVICES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS
8699	06/12/2025	$19,984.88	SUPPLIES	3784	CPACINC.COM
8700	06/12/2025	$36,282.62	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
8701	06/12/2025	$40.80	SUPPLIES	3706	ALEX GILLMAN
8702	06/12/2025	$206.33	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
8703	06/12/2025	$132.87	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8704	06/12/2025	$5,185.73	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
8705	06/12/2025	$74,385.00	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
8706	06/12/2025	$16,702.64	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
8707	06/12/2025	$1,725.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
8708	06/12/2025	$8,250.00	CONTRACT SERVICES	4931	LINCOLN CONCEPTS
8709	06/12/2025	$238.00	TRAVEL & MEETINGS	4789	CESAR LOPEZ
8710	06/12/2025	$46,986.78	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	3489	MARK THOMAS & COMPANY INC
8711	06/12/2025	$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
8712	06/12/2025	$1,615.68	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
8713	06/12/2025	$2,352.20	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
8714	06/12/2025	$92,505.60	CONTRACT SERVICES	42180	PCAM LLC DBA PARKING COMPANY OF AMERICA
8715	06/12/2025	$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
8716	06/12/2025	$16,229.91	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
8717	06/12/2025	$82.32	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8718	06/12/2025	$198.03	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
8719	06/12/2025	$41,666.66	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
8720	06/12/2025	$535.60	RETIREMENT	27300	ROBERT C TUFANO
8721	06/12/2025	$313.40	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
8722	06/12/2025	$1,166.04	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8723	06/12/2025	$250.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES

City of Montebello
Register of Demands No. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8724	06/12/2025	$749.19	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
8725	06/03/2025	$463,227.06	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8726	06/12/2025	$460,058.59	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8727	06/12/2025	$884.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8728	06/12/2025	$368.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8729	06/18/2025	$152,550.16	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
8730	06/18/2025	$924.40	CONTRACT SERVICES	67210	AIR SOURCE INDUSTRIES INC
8731	06/18/2025	$59.70	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8732	06/18/2025	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
8733	06/18/2025	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
8734	06/18/2025	$389,426.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
8735	06/18/2025	$40.00	CARPOOL INCENTIVE	4827	RIJUL BHASKAR
8736	06/18/2025	$1,829.53	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
8737	06/18/2025	$839.80	VEHICLE MAINTENANCE/EXPENSES	29460	COMPLETE COACH WORKS
8738	06/18/2025	$41,167.72	RETIREMENT	4110	DELTA DENTAL OF CALIFORNIA
8739	06/18/2025	$40.00	CARPOOL INCENTIVE	4159	ROBERT FIERRO
8740	06/18/2025	$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
8741	06/18/2025	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
8742	06/18/2025	$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
8743	06/18/2025	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
8744	06/18/2025	$120.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
8745	06/18/2025	$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
8746	06/18/2025	$40.00	CARPOOL INCENTIVE	4789	CESAR LOPEZ
8747	06/18/2025	$40.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
8748	06/18/2025	$93,678.79	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8749	06/18/2025	$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
8750	06/18/2025	$20.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
8751	06/18/2025	$2,625.40	SUPPLIES	1120	BLUETRITON BRANDS INC
8752	06/18/2025	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
8753	06/18/2025	$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
8754	06/18/2025	$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
8755	06/18/2025	$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
8756	06/18/2025	$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
8757	06/18/2025	$548.05	CONTRACT SERVICES	3140	WEX HEALTH INC

City of Montebello
Register of Demands No. 1596
From Payment Date 06/06/25 - To Payment Date 07/31/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8758	06/26/2025	$11,513.20	CONTRACT SERVICES	4773	A&D SIGNS CORP
8759	06/26/2025	$350.00	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
8760	06/26/2025	$3,870.93	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
8761	06/26/2025	$3,038.88	MISCELLANEOUS EXPENSE	2586	AMAZON CAPITAL SERVICES INC
8762	06/26/2025	$3,156.38	SUPPLIES	62880	AMERICAN MARKER
8763	06/26/2025	$63,815.85	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8764	06/26/2025	$2,487.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
8765	06/26/2025	$2,055.30	SUPPLIES	4617	CDCE INC
8766	06/26/2025	$3,494.01	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8767	06/26/2025	$1,092.49	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
8768	06/26/2025	$25,600.00	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
8769	06/26/2025	$4,470.40	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8770	06/26/2025	$92.11	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
8771	06/26/2025	$3,213.72	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
8772	06/26/2025	$27,412.14	CONTRACT SERVICES	371	FLO-SERVICES INC
8773	06/26/2025	$248.00	EDUCATION REIMBURSEMENT	3123	NEIRA YESSIE GRANADOS
8774	06/26/2025	$600.00	CONTRACT SERVICES	405	GREGORY C REUEL DBA GCR MARKETING NETWORK
8775	06/26/2025	$236,462.84	CONTRACT SERVICES	24820	HARDY & HARPER INC
8776	06/26/2025	$930.00	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
8777	06/26/2025	$10,260.11	SUPPLIES	26670	LIFE-ASSIST INC
8778	06/26/2025	$5,176.49	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
8779	06/26/2025	$48,643.92	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8780	06/26/2025	$71,694.45	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
8781	06/26/2025	$215.00	TRAVEL & MEETINGS	3291	JOSEPH PALOMBI
8782	06/26/2025	$2,394.75	CONTRACT SERVICES	3147	PMC PLUMBING INC
8783	06/26/2025	$3,044.25	CONTRACT SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
8784	06/26/2025	$748.03	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8785	06/26/2025	$38,438.96	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
8786	06/26/2025	$4,017.78	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8787	07/03/2025	$195.07	SUPPLIES	3163	BANK OF AMERICA
8788	07/03/2025	$1,253.00	SUPPLIES	3163	BANK OF AMERICA
8789	07/03/2025	$423.28	SUPPLIES	3163	BANK OF AMERICA
8790	07/03/2025	$79.63	SUPPLIES	3163	BANK OF AMERICA
8791	07/03/2025	$1,337.49	TRAINING	3163	BANK OF AMERICA

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8792	07/03/2025	$1,520.00	TRAINING	3163	BANK OF AMERICA
8793	07/03/2025	$4,706.97	TRAINING	3163	BANK OF AMERICA
8794	07/03/2025	$820.74	TRAINING	3163	BANK OF AMERICA
8795	07/03/2025	$4,975.24	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8796	07/03/2025	$5,168.90	SUPPLIES	3163	BANK OF AMERICA
8797	07/03/2025	$165.20	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8798	07/03/2025	$297.21	SUPPLIES	3163	BANK OF AMERICA
8799	07/03/2025	$3,196.42	TRAINING	3163	BANK OF AMERICA
8800	07/03/2025	$1,365.97	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8801	07/03/2025	$922.85	TRAINING	3163	BANK OF AMERICA
8802	07/03/2025	$1,032.08	SUPPLIES	3163	BANK OF AMERICA
8803	07/03/2025	$152.04	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8804	07/03/2025	$1,173.63	SUPPLIES	3163	BANK OF AMERICA
8805	07/03/2025	$488.91	SUPPLIES	3163	BANK OF AMERICA
8806	07/03/2025	$4,255.64	TRAINING	3163	BANK OF AMERICA
8807	07/03/2025	$203.52	SUPPLIES	3163	BANK OF AMERICA
8808	07/03/2025	$684.00	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8809	07/03/2025	$3,442.00	SUPPLIES	3163	BANK OF AMERICA
8810	07/03/2025	$83.90	SUPPLIES	3163	BANK OF AMERICA
8811	07/03/2025	$608,768.31	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
8812	07/03/2025	$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8813	07/03/2025	$372.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8814	07/03/2025	$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
8815	07/03/2025	$11,889.56	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
8816	07/03/2025	$981.53	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
8817	07/03/2025	$3,036.43	SUPPLIES	62880	AMERICAN MARKER
8818	07/03/2025	$540.00	CONTRACT SERVICES	2365	LETICIA TORRES
8819	07/03/2025	$67,533.56	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8820	07/03/2025	$355.81	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8821	07/03/2025	$965.23	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
8822	07/03/2025	$696.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ DBA RAPID LEGAL CENTER
8823	07/03/2025	$14,946.91	UTILITY SERVICES	2654	GOLDEN STAR TECHNOLOGY INC
8824	07/03/2025	$747.00	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD INC
8825	07/03/2025	$822.99	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE

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8826	07/03/2025	$61.13	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8827	07/03/2025	$930.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
8828	07/03/2025	$5,838.80	SUPPLIES	26670	LIFE-ASSIST INC
8829	07/03/2025	$83,614.72	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
8830	07/03/2025	$7,115.40	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8831	07/03/2025	$4,095.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
8832	07/03/2025	$1,972.72	CONTRACT SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
8833	07/03/2025	$166.56	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8834	07/03/2025	$2,286.00	SUPPLIES	3110	TOMAS ALVARADO
8835	07/03/2025	$1,450.86	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8836	07/03/2025	$560.00	ADVERTISING/PRINTING SERVICES	328	WRITER ANNE COMMUNICATIONS
8837	07/10/2025	$495.08	SUPPLIES	3163	BANK OF AMERICA
8838	07/10/2025	$437.33	SUPPLIES	3163	BANK OF AMERICA
8839	07/10/2025	$4,104.87	SUPPLIES	3163	BANK OF AMERICA
8840	07/10/2025	$317.42	TRAINING	3163	BANK OF AMERICA
8841	07/10/2025	$944.09	SUPPLIES	3163	BANK OF AMERICA
8842	07/10/2025	$2,705.22	TRAINING	3163	BANK OF AMERICA
8843	07/10/2025	$2,398.20	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8844	07/10/2025	$2,254.05	SUPPLIES	3163	BANK OF AMERICA
8845	07/10/2025	$362.13	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8846	07/10/2025	$17,546.61	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8847	07/10/2025	$1,195.86	SUPPLIES	3163	BANK OF AMERICA
8848	07/10/2025	$1,480.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
8849	07/10/2025	$888.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8850	07/10/2025	$3,177.70	FRINGE BENEFITS	58990	VISION SERVICE PLAN
8851	07/10/2025	$2,088.97	RETIREMENT	58990	VISION SERVICE PLAN
8852	07/10/2025	$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
8853	07/10/2025	$462,495.12	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8854	07/10/2025	$11,120.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
8855	07/10/2025	$20,280.21	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8856	07/10/2025	$28,571.45	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
8857	07/10/2025	$1,153.62	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8858	07/10/2025	$7,888.87	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8859	07/10/2025	$513.85	CONTRACT SERVICES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS

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8860	07/10/2025	$28,381.58	SUPPLIES	3784	CPACINC.COM
8861	07/10/2025	$1,803.48	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
8862	07/10/2025	$36,736.02	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
8863	07/10/2025	$2,560.42	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
8864	07/10/2025	$1,073.06	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8865	07/10/2025	$18,806.68	CONTRACT SERVICES	2793	IBE DIGITAL
8866	07/10/2025	$2,294.00	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8867	07/10/2025	$1,725.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
8868	07/10/2025	$16,500.00	CONTRACT SERVICES	4931	LINCOLN CONCEPTS
8869	07/10/2025	$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
8870	07/10/2025	$540.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
8871	07/10/2025	$450.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
8872	07/10/2025	$17,518.43	CONTRACT SERVICES	3147	PMC PLUMBING INC
8873	07/10/2025	$48.60	SUPPLIES	1120	BLUETRITON BRANDS INC
8874	07/10/2025	$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
8875	07/10/2025	$1,549.38	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8876	07/10/2025	$287.69	SUPPLIES	3110	TOMAS ALVARADO
8877	07/10/2025	$20,833.33	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
8878	07/10/2025	$535.60	RETIREMENT	27300	ROBERT C TUFANO
8879	07/10/2025	$38,438.96	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
8880	07/10/2025	$1,679.85	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8881	07/10/2025	$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
8882	07/10/2025	$446.00	CONTRACT SERVICES	5005	CLARISSA CERDA
8883	07/17/2025	$1,490.30	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8884	07/17/2025	$148.30	SUPPLIES	3163	BANK OF AMERICA
8885	07/17/2025	$6,410.99	SUPPLIES	3163	BANK OF AMERICA
8886	07/17/2025	$888.42	TRAINING	3163	BANK OF AMERICA
8887	07/17/2025	$600.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8888	07/17/2025	$92.00	SUPPLIES	3163	BANK OF AMERICA
8889	07/17/2025	$3,507.01	SUPPLIES	3163	BANK OF AMERICA
8890	07/17/2025	$59.21	SUPPLIES	3163	BANK OF AMERICA
8891	07/17/2025	$3,753.11	SUPPLIES	3163	BANK OF AMERICA
8892	07/17/2025	$1,846.17	SUPPLIES	3163	BANK OF AMERICA
8893	07/17/2025	$1,032.85	SUPPLIES	3163	BANK OF AMERICA

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8894	07/17/2025	$697.23	SUPPLIES	3163	BANK OF AMERICA
8895	07/17/2025	$350.73	SUPPLIES	3163	BANK OF AMERICA
8896	07/17/2025	$232.63	SUPPLIES	3163	BANK OF AMERICA
8897	07/17/2025	$792.22	SUPPLIES	3163	BANK OF AMERICA
8898	07/17/2025	$49.80	SUPPLIES	3163	BANK OF AMERICA
8899	07/17/2025	$125.64	SUPPLIES	3163	BANK OF AMERICA
8900	07/17/2025	$158.07	SUPPLIES	3163	BANK OF AMERICA
8901	07/17/2025	$21.04	SUPPLIES	3163	BANK OF AMERICA
8902	07/17/2025	$535.50	TRAINING	3163	BANK OF AMERICA
8903	07/17/2025	$1,779.90	SUPPLIES	3163	BANK OF AMERICA
8904	07/17/2025	$131.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8905	07/17/2025	$583.88	SUPPLIES	3163	BANK OF AMERICA
8906	07/17/2025	$709.18	SUPPLIES	3163	BANK OF AMERICA
8907	07/17/2025	$672.58	SUPPLIES	3163	BANK OF AMERICA
8908	07/17/2025	$214.79	SUPPLIES	3163	BANK OF AMERICA
8909	07/17/2025	$9,255.36	TRAINING	3163	BANK OF AMERICA
8910	07/17/2025	$530.91	SUPPLIES	3163	BANK OF AMERICA
8911	07/17/2025	$144.81	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
8912	07/17/2025	$3,625.13	TRAINING	3163	BANK OF AMERICA
8913	07/17/2025	$274.61	SUPPLIES	3163	BANK OF AMERICA
8914	07/17/2025	$89.31	TRAINING	3163	BANK OF AMERICA
8915	07/17/2025	$2,654.32	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8916	07/17/2025	$31,190.25	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8917	07/17/2025	$2,272.73	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8918	07/17/2025	$955.77	SUPPLIES	62880	AMERICAN MARKER
8919	07/17/2025	$420.00	CONTRACT SERVICES	2365	LETICIA TORRES
8920	07/17/2025	$574.75	CONTRACT SERVICES	4898	LEROY BATES DBA GOLF JUNKYZ LLC
8921	07/17/2025	$2,487.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
8922	07/17/2025	$1,391.37	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8923	07/17/2025	$385.19	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
8924	07/17/2025	$339.85	TRAINING	54160	MONIQUE DELLIBOVI
8925	07/17/2025	$34.00	CONTRACT SERVICES	23660	DAIOHS USA
8926	07/17/2025	$43,990.50	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
8927	07/17/2025	$339.45	VEHICLE MAINTENANCE/EXPENSES	1822	JOHNSON EQUIPMENT COMPANY

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8928	07/17/2025	$425.42	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8929	07/17/2025	$15,910.00	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	4830	LADAYU CONSULTING GROUP
8930	07/17/2025	$15,750.00	CONTRACT SERVICES	15070	LEXIPOL LLC
8931	07/17/2025	$3,326.33	SUPPLIES	26670	LIFE-ASSIST INC
8932	07/17/2025	$418.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
8933	07/17/2025	$10,221.75	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
8934	07/17/2025	$259.00	TRAINING	2287	STACEY SMITH
8935	07/17/2025	$30,520.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
8936	07/17/2025	$36,545.07	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	5014	TORO ENTERPRISES INC.
8937	07/17/2025	$1,607.81	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
8938	07/24/2025	$65.13	FUEL	3163	BANK OF AMERICA
8939	07/24/2025	$3,427.75	SUPPLIES	3163	BANK OF AMERICA
8940	07/24/2025	$1,883.79	SUPPLIES	3163	BANK OF AMERICA
8941	07/24/2025	$3,783.58	SUPPLIES	3163	BANK OF AMERICA
8942	07/24/2025	$1,562.50	SUPPLIES	3163	BANK OF AMERICA
8943	07/24/2025	$9,922.24	SUPPLIES	3163	BANK OF AMERICA
8944	07/24/2025	$4,580.53	SUPPLIES	3163	BANK OF AMERICA
8945	07/24/2025	$6,666.26	SUPPLIES	3163	BANK OF AMERICA
8946	07/24/2025	$2,771.94	SUPPLIES	3163	BANK OF AMERICA
8947	07/24/2025	$4,639.41	SUPPLIES	3163	BANK OF AMERICA
8948	07/24/2025	$1,426.12	SUPPLIES	3163	BANK OF AMERICA
8949	07/24/2025	$2,878.38	SUPPLIES	3163	BANK OF AMERICA
8950	07/24/2025	$119.89	SUPPLIES	3163	BANK OF AMERICA
8951	07/24/2025	$1,482.95	SUPPLIES	3163	BANK OF AMERICA
8952	07/24/2025	$607.18	SUPPLIES	3163	BANK OF AMERICA
8953	07/24/2025	$506.98	SUPPLIES	3163	BANK OF AMERICA
8954	07/24/2025	$2,796.55	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8955	07/24/2025	$216.03	SUPPLIES	3163	BANK OF AMERICA
8956	07/24/2025	$153.06	SUPPLIES	3163	BANK OF AMERICA
8957	07/24/2025	$1,877.75	SUPPLIES	3163	BANK OF AMERICA
8958	07/24/2025	$294.63	SUPPLIES	3163	BANK OF AMERICA
8959	07/24/2025	$485.61	SUPPLIES	3163	BANK OF AMERICA
8960	07/24/2025	$4,159.75	SUPPLIES	3163	BANK OF AMERICA
8961	07/24/2025	$4,982.29	TRAINING	3163	BANK OF AMERICA

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8962	07/24/2025	$4,648.04	TRAINING	3163	BANK OF AMERICA
8963	07/24/2025	$688.39	TRAINING	3163	BANK OF AMERICA
8964	07/24/2025	$972.00	SUPPLIES	3163	BANK OF AMERICA
8965	07/24/2025	$198.03	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8966	07/24/2025	$63.00	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8967	07/24/2025	$24,624.61	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
8968	07/24/2025	$6,850.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
8969	07/24/2025	$5,285.80	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
8970	07/24/2025	$2,333.70	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8971	07/24/2025	$3,104.88	SUPPLIES	62880	AMERICAN MARKER
8972	07/24/2025	$137,927.71	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8973	07/24/2025	$145.86	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8974	07/24/2025	$245,793.14	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
8975	07/24/2025	$44.45	TRAVEL & MEETINGS	4875	MONICA BROWN
8976	07/24/2025	$2,236.50	MACHINERY & EQUIPMENTS	4617	CDCE INC
8977	07/24/2025	$49,533.70	UTILITY SERVICES	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
8978	07/24/2025	$273,538.70	VEHICLE PURCHASES	45170	MONTEBELLO AUTO GROUP LLC
8979	07/24/2025	$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
8980	07/24/2025	$4,540.80	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8981	07/24/2025	$440.00	TRAVEL & MEETINGS	4159	ROBERT FIERRO
8982	07/24/2025	$14,148.88	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
8983	07/24/2025	$11,690.20	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8984	07/24/2025	$44,002.00	CONTRACT SERVICES	15070	LEXIPOL LLC
8985	07/24/2025	$20,907.24	SUPPLIES	26670	LIFE-ASSIST INC
8986	07/24/2025	$70.00	TRAVEL & MEETINGS	4789	CESAR LOPEZ
8987	07/24/2025	$16,505.40	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
8988	07/24/2025	$1,127.10	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
8989	07/24/2025	$55,759.32	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8990	07/24/2025	$534.81	SUPPLIES	1120	BLUETRITON BRANDS INC
8991	07/24/2025	$5,419.89	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
8992	07/24/2025	$47.52	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8993	07/24/2025	$0.00	CONTRACT SERVICES	5012	JAMES ANTHONY BYNDON DBA JABB PRO INC.
8994	07/31/2025	$1,360.42	SUPPLIES	3163	BANK OF AMERICA
8995	07/31/2025	$2,082.26	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8996	07/31/2025	$4,212.87	SUPPLIES	3163	BANK OF AMERICA
8997	07/31/2025	$888.70	TRAINING	3163	BANK OF AMERICA
8998	07/31/2025	$976.07	SUPPLIES	3163	BANK OF AMERICA
8999	07/31/2025	$3,177.59	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
9000	07/31/2025	$203.27	SUPPLIES	3163	BANK OF AMERICA
9001	07/31/2025	$1,099.84	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
9002	07/31/2025	$3,369.95	SUPPLIES	3163	BANK OF AMERICA
9003	07/31/2025	$6,035.18	TRAINING	3163	BANK OF AMERICA
9004	07/31/2025	$3,385.10	SUPPLIES	3163	BANK OF AMERICA
9005	07/31/2025	$2,181.73	SUPPLIES	3163	BANK OF AMERICA
9006	07/31/2025	$3,428.72	TRAINING	3163	BANK OF AMERICA
9007	07/31/2025	$528.53	SUPPLIES	3163	BANK OF AMERICA
9008	07/31/2025	$1,569.64	TRAINING	3163	BANK OF AMERICA
9009	07/31/2025	$2,114.98	SUPPLIES	3163	BANK OF AMERICA
9010	07/31/2025	$3,218.72	SUPPLIES	3163	BANK OF AMERICA
9011	07/31/2025	$4,596.21	TRAVEL & MEETINGS	3163	BANK OF AMERICA
9012	07/31/2025	$770.08	SUPPLIES	3163	BANK OF AMERICA
9013	07/31/2025	$3,532.03	TRAVEL & MEETINGS	3163	BANK OF AMERICA
9014	07/31/2025	$1,856.36	SUPPLIES	3163	BANK OF AMERICA
9015	07/31/2025	$3,414.93	SUPPLIES	3163	BANK OF AMERICA
9016	07/31/2025	$9,846.07	SUPPLIES	3163	BANK OF AMERICA
9017	07/31/2025	$5,625.87	SUPPLIES	3163	BANK OF AMERICA
9018	07/31/2025	$3,985.06	TRAINING	3163	BANK OF AMERICA
9019	07/31/2025	$456.11	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
9020	07/31/2025	$1,283.61	TRAINING	3163	BANK OF AMERICA
9021	07/31/2025	$1,224.94	SUPPLIES	3163	BANK OF AMERICA
9022	07/31/2025	$996.00	PREPAID EXPENSES	3163	BANK OF AMERICA
9023	07/31/2025	$1,119.39	TRAINING	3163	BANK OF AMERICA
9024	07/31/2025	$5,576.46	TRAINING	3163	BANK OF AMERICA
9025	07/31/2025	$5,761.98	SUPPLIES	3163	BANK OF AMERICA
9026	07/31/2025	$2,220.80	TRAINING	3163	BANK OF AMERICA
9027	07/31/2025	$45.00	PREPAID EXPENSES	3163	BANK OF AMERICA
9028	07/31/2025	$27,554.88	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
9029	07/31/2025	$3,855.65	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC

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9030	07/31/2025	$2,307.44	VEHICLE MAINTENANCE/EXPENSES	2586	AMAZON CAPITAL SERVICES INC
9031	07/31/2025	$1,535.00	SUPPLIES	62880	AMERICAN MARKER
9032	07/31/2025	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
9033	07/31/2025	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
9034	07/31/2025	$40.00	CARPOOL INCENTIVE	4827	RIJUL BHASKAR
9035	07/31/2025	$460.00	EDUCATION REIMBURSEMENT	1190	DONALD CADENA
9036	07/31/2025	$869.39	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
9037	07/31/2025	$95.73	SUPPLIES	70920	DECALS BY DESIGN INC
9038	07/31/2025	$122.35	CONTRACT SERVICES	23660	DAIOHS USA
9039	07/31/2025	$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
9040	07/31/2025	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
9041	07/31/2025	$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
9042	07/31/2025	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
9043	07/31/2025	$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
9044	07/31/2025	$689.54	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
9045	07/31/2025	$390.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF DBA: BEROKOFF ELECTRIC
9046	07/31/2025	$40.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
9047	07/31/2025	$14,561.91	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
9048	07/31/2025	$112.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
9049	07/31/2025	$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
9050	07/31/2025	$40.00	CARPOOL INCENTIVE	4789	CESAR LOPEZ
9051	07/31/2025	$209.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
9052	07/31/2025	$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
9053	07/31/2025	$40.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
9054	07/31/2025	$21,378.20	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
9055	07/31/2025	$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
9056	07/31/2025	$160.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
9057	07/31/2025	$4,737.88	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
9058	07/31/2025	$1,000.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
9059	07/31/2025	$20.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
9060	07/31/2025	$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
9061	07/31/2025	$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
9062	07/31/2025	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
9063	07/31/2025	$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9064	07/31/2025	$153.88	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
9065	07/31/2025	$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
9066	07/31/2025	$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
9067	07/31/2025	$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
9068	07/31/2025	$151.28	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
9069	07/31/2025	$509.36	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
9070	07/31/2025	$250.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
9071	07/31/2025	$0.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
9072	04/30/2025	$4,853.12	SUPPLIES	3163	BANK OF AMERICA
9073	07/31/2025	$15,910.00	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	4830	LADAYU CONSULTING GROUP
	ACH TOTAL	$6,684,385.15			
607392	06/12/2025	$225.00	CONTRACT SERVICES	1674	1st JON INC
607393	06/12/2025	$60.00	PARKS AND RECREATION	5032	PAUL ASUNCION
607394	06/12/2025	$2,329.54	UTILITY SERVICES	39550	AT&T
607395	06/12/2025	$4.43	UTILITY SERVICES	39550	AT&T
607396	06/12/2025	$55.00	UTILITY SERVICES	1732	AT&T CORP
607397	06/12/2025	$2,500.00	CONTRACT SERVICES	4135	ATOMIC MUSIC GROUP LLC
607398	06/12/2025	$12.51	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
607399	06/12/2025	$2,409.00	CONTRACT SERVICES	4285	BARR & CLARK INC
607400	06/12/2025	$889.00	DUES & SUBSCRIPTIONS	923	BROADCAST MUSIC INC
607401	06/12/2025	$274.00	TRAINING	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
607402	06/12/2025	$8,700.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
607403	06/12/2025	$11,019.09	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607404	06/12/2025	$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
607405	06/12/2025	$156.24	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607406	06/12/2025	$7,330.62	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607407	06/12/2025	$654.40	SAFETY PROGRAM	1294	CINTAS CORPORATION NO 2
607408	06/12/2025	$4,354.07	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607409	06/12/2025	$1,951.00	RETIREMENT	3128	CITY OF BELL GARDENS
607410	06/12/2025	$900.00	CONTRACT SERVICES	4937	HANNAH CLARK DBA MAGIC FROM MAIN
607411	06/12/2025	$688.00	MACHINERY & EQUIPMENTS	4174	COSTAR REALTY INFORMATION INC

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607412	06/12/2025	$1,401.25	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
607413	06/12/2025	$130.03	UTILITY SERVICES	4829	DISH NETWORK LLC
607414	06/12/2025	$4,586.83	IMPROVEMENTS OTHER THAN BUILDING	4822	ESTATE DESIGN AND CONSTRUCTION INC
607415	06/12/2025	$234.12	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
607416	06/12/2025	$125.18	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION
607417	06/12/2025	$4,508.40	ADVERTISING/PRINTING SERVICES	2523	THE BEISTLE COMPANY
607418	06/12/2025	$1,500.00	CONTRACT SERVICES	5028	FLINT MAVIS DBA SHARK SANDWICH
607419	06/12/2025	$918.61	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607420	06/12/2025	$494.38	UNIFORM EXPENSE	55650	GALLS LLC
607421	06/12/2025	$2,009.89	CONTRACT SERVICES	4694	CRISTINA GARCIA
607422	06/12/2025	$12,984.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
607423	06/12/2025	$7,400.00	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
607424	06/12/2025	$2,052.74	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
607425	06/12/2025	$12,161.39	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
607426	06/12/2025	$3,209.67	VEHICLE MAINTENANCE/EXPENSES	3914	GRAFIX SYSTEMS
607427	06/12/2025	$1,029.11	SUPPLIES	2059	HASA INC
607428	06/12/2025	$3,678.47	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
607429	06/12/2025	$2,148.75	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607430	06/12/2025	$5,513.28	PREPAID EXPENSES	2763	INSIGHT PUBLIC SECTOR INC
607431	06/12/2025	$1,774.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
607432	06/12/2025	$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
607433	06/12/2025	$410.38	CONTRACT SERVICES	993	IVA SOLUTIONS INC
607434	06/12/2025	$2,250.00	CONTRACT SERVICES	5012	JAMES ANTHONY BYNDON DBA JABB PRO INC.
607435	06/12/2025	$20,000.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS DBA TRAVIS INVESTIGATIONS
607436	06/12/2025	$900.55	VEHICLE MAINTENANCE/EXPENSES	4484	JOSE CAMACHO DBA JOE'S AUTO UPHOLSTERY
607437	06/12/2025	$31,268.35	CONTRACT SERVICES	3716	KOA CORPORATION
607438	06/12/2025	$65.00	PARKS AND RECREATION	5026	PAULINE LAM
607439	06/12/2025	$75.00	PERMITS AND FEES	485	LOS ANGELES COUNTY CLERK
607440	06/12/2025	$4,798.48	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
607441	06/12/2025	$8,377.67	SUPPLIES	5017	MAGNUM ELECTRONICS INC.
607442	06/12/2025	$1,589.20	UNIFORM EXPENSE	4497	MANHATTAN STITCHING COMPANY INC
607443	06/12/2025	$200.00	GENERAL GOVERNMENT	5025	MARIA MERCADO
607444	06/12/2025	$26,496.00	PREPAID EXPENSES	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
607445	06/12/2025	$125.00	TRAVEL & MEETINGS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL

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607446	06/12/2025	$440.00	CONTRACTORS	5034	KEVIN NAM
607447	06/12/2025	$167.74	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607448	06/12/2025	$592.20	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
607449	06/12/2025	$23,119.12	UTILITY SERVICES	2673	NTH GENERATION COMPUTING INC
607450	06/12/2025	$198.55	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
607451	06/12/2025	$619.65	SUPPLIES	15620	OFFICE DEPOT INC
607452	06/12/2025	$1,634.43	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
607453	06/12/2025	$2,653.45	SUPPLIES	4495	ORANGE INDUSTRIAL HARDWARE
607454	06/12/2025	$1,190.00	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
607455	06/12/2025	$528.16	RETIREMENT	42490	LINDA PAYAN
607456	06/12/2025	$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
607457	06/12/2025	$2,169.67	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
607458	06/12/2025	$730.00	SUPPLIES	4911	PROFESSOR EGGHEAD SCIENCE ACADEMY
607459	06/12/2025	$890.15	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607460	06/12/2025	$6,352.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
607461	06/12/2025	$957.50	MACHINERY & EQUIPMENTS	4968	R&S OVERHEAD DOORS OF SO-CAL INC
607462	06/12/2025	$6,903.88	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
607463	06/12/2025	$325.00	CONTRACT SERVICES	4952	DEBORAH LYNN RIVERA
607464	06/12/2025	$80.00	GENERAL GOVERNMENT	5024	JOHAN EOMIR ROA
607465	06/12/2025	$1,109.98	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607466	06/12/2025	$300.30	TRAINING	5031	AUDREY SANCHEZ
607467	06/12/2025	$83,962.32	LEASE PAYMENT	2846	SANTANDER BANK NA
607468	06/12/2025	$2,270.02	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607469	06/12/2025	$2,085.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
607470	06/12/2025	$600.00	CONTRACT SERVICES	3284	VANESSA SIDA
607471	06/12/2025	$14,750.00	MACHINERY & EQUIPMENTS	4551	SOUNDTHINKING INC
607472	06/12/2025	$8.30	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
607473	06/12/2025	$12.93	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
607474	06/12/2025	$6,844.93	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
607475	06/12/2025	$118,146.25	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607476	06/12/2025	$44,713.08	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
607477	06/12/2025	$3,164.63	MACHINERY & EQUIPMENTS	5000	SSC PROPERTY INVESTMENTS DBA FIRST DUE ELEVATOR RESCUE
607478	06/12/2025	$853.21	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
607479	06/12/2025	$1,072.06	CONTRACT SERVICES	3397	STERICYCLE INC

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607480	06/12/2025	$407.00	CONTRACTORS	1367	SUNRUN INSTALLATION SERVICES INC
607481	06/12/2025	$7,663.18	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607482	06/12/2025	$4,012.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607483	06/12/2025	$2,080.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
607484	06/12/2025	$31,337.65	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607485	06/12/2025	$218.00	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
607486	06/12/2025	$1,757.94	SUPPLIES	3110	TOMAS ALVARADO
607487	06/12/2025	$7,361.69	SUPPLIES	69680	TRIANGLE SPORTS INC
607488	06/12/2025	$250.00	GENERAL GOVERNMENT	4578	JEANNE TSO
607489	06/12/2025	$4,860.00	CONTRACT SERVICES	1166	TURF TEAM INC
607490	06/12/2025	$11,182.65	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
607491	06/12/2025	$238.00	TRAVEL & MEETINGS	5030	IVAN ULLOA
607492	06/12/2025	$37,691.83	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
607493	06/12/2025	$59,872.73	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607494	06/12/2025	$2,379.13	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607495	06/12/2025	$140.00	CONTRACT SERVICES	4934	FRANK VACCARO
607496	06/12/2025	$3,961.31	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
607497	06/12/2025	$8,089.26	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
607498	06/12/2025	$250.00	GENERAL GOVERNMENT	2657	LEYNI VAZQUEZ-NOYOLA
607499	06/12/2025	$986.58	CONTRACT SERVICES	4593	VESTIS GROUP INC
607500	06/12/2025	$1,861.93	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607501	06/12/2025	$604.80	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
607502	06/12/2025	$1,786.05	MACHINERY & EQUIPMENTS	4712	WEST COAST LIGHTS & SIRENS INC
607503	06/12/2025	$2,418.62	SUPPLIES	67320	WINZER
607504	06/12/2025	$1,980.00	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC
607505	06/12/2025	$3,500.00	CONTRACT SERVICES	65740	THE WISE GUYS BIG BAND
607506	06/12/2025	$161.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
607507	06/12/2025	$18,765.97	CONTRACT SERVICES	3731	YUNEX LLC
607508	06/12/2025	$267.54	SUPPLIES	26850	ZUMAR INDUSTRIES INC
607509	06/12/2025	$147.30	SUPPLIES	4246	LOUIE CANJURA
607510	06/12/2025	$80.00	CARPOOL INCENTIVE	4920	NOEL GUZMAN
607511	06/12/2025	$288.35	UNIFORM EXPENSE	47860	NATIONAL EMBLEM INC
607512	06/18/2025	$1,200.00	CONTRACT SERVICES	5003	ABSOLUTE ABATEMENT & DEMOLITION
607513	06/18/2025	$70.00	POLICE RELATED FEES	5042	RUBEN ROQUE ALDANA

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607514	06/18/2025	$420.00	POLICE RELATED FEES	5051	PEDRO ARIAS
607515	06/18/2025	$124.77	UTILITY SERVICES	39550	AT&T
607516	06/18/2025	$7,897.68	UTILITY SERVICES	39550	AT&T
607517	06/18/2025	$41.76	UTILITY SERVICES	39550	AT&T
607518	06/18/2025	$325.00	POLICE RELATED FEES	2517	ORLANDO BACA
607519	06/18/2025	$70.00	POLICE RELATED FEES	5055	RAUL BARAJAS
607520	06/18/2025	$70.00	POLICE RELATED FEES	5061	RAFFI ARCHIE BOGOSIAN
607521	06/18/2025	$121,826.75	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
607522	06/18/2025	$70.00	POLICE RELATED FEES	5048	SINUSRAT A. CHAUDHURY
607523	06/18/2025	$70.00	POLICE RELATED FEES	5046	ASHLEY CHAVEZ
607524	06/18/2025	$70.00	POLICE RELATED FEES	5062	AKOP CHILINGARYAN
607525	06/18/2025	$25.13	UTILITY SERVICES	36610	CITY OF PICO RIVERA
607526	06/18/2025	$3,752.69	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
607527	06/18/2025	$10,110.50	CONTRACT SERVICES	4846	CWE
607528	06/18/2025	$140.00	POLICE RELATED FEES	5045	XELENE ISABEL DELATORRE
607529	06/18/2025	$3,062.93	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
607530	06/18/2025	$70.00	POLICE RELATED FEES	5050	THOMAS M. FORESTA
607531	06/18/2025	$4,586.83	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
607532	06/18/2025	$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607533	06/18/2025	$3,999.80	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607534	06/18/2025	$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607535	06/18/2025	$40.00	CARPOOL INCENTIVE	4920	NOEL GUZMAN
607536	06/18/2025	$40.00	CARPOOL INCENTIVE	5039	GRACE HAYASHI
607537	06/18/2025	$70,000.00	CONTRACT SERVICES	4955	HEINZ LABORATORIES
607538	06/18/2025	$788.22	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
607539	06/18/2025	$70.00	POLICE RELATED FEES	5064	JOSE R. HUERTA
607540	06/18/2025	$46,200.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
607541	06/18/2025	$3,685.12	MACHINERY & EQUIPMENTS	993	IVA SOLUTIONS INC
607542	06/18/2025	$70.00	POLICE RELATED FEES	5063	LEONARDO JUAREZ ARRENDONDO
607543	06/18/2025	$70.00	POLICE RELATED FEES	5059	JOHN JOSEPH KRUKOWSKI
607544	06/18/2025	$40.00	CARPOOL INCENTIVE	5041	ZACHARY LOPEZ
607545	06/18/2025	$140.00	POLICE RELATED FEES	5047	DALLAS ADAM MANGINO
607546	06/18/2025	$600.87	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
607547	06/18/2025	$7,177.28	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC

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607548	06/18/2025	$5,465.19	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
607549	06/18/2025	$40.00	CARPOOL INCENTIVE	5040	LENAYA ORTEGA
607550	06/18/2025	$70.00	POLICE RELATED FEES	5054	SIMON ORTEGA
607551	06/18/2025	$70.00	POLICE RELATED FEES	5044	EDWARD PACHECO
607552	06/18/2025	$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
607553	06/18/2025	$4,576.60	SUPPLIES	2490	PRIMEX CLINICAL LABORATORIES INC
607554	06/18/2025	$50.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607555	06/18/2025	$176.03	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
607556	06/18/2025	$420.00	POLICE RELATED FEES	5053	RAUL E. RIVAS
607557	06/18/2025	$414.00	TRAVEL & MEETINGS	5037	JOSE RUIZ
607558	06/18/2025	$31,056.93	PREPAID EXPENSES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
607559	06/18/2025	$3,270.12	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607560	06/18/2025	$140.00	POLICE RELATED FEES	5058	SHERIDAN C. SMITH
607561	06/18/2025	$37,859.96	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607562	06/18/2025	$414.00	TRAVEL & MEETINGS	5036	STEVE TAMAE
607563	06/18/2025	$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
607564	06/18/2025	$70.00	POLICE RELATED FEES	5060	WILLIAM M. TAUALII
607565	06/18/2025	$70.00	POLICE RELATED FEES	5049	MARILOU SARNE TERRY
607566	06/18/2025	$3,454.15	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607567	06/18/2025	$40.00	CARPOOL INCENTIVE	4781	TAM TIEU
607568	06/18/2025	$2,392.92	UNIFORM EXPENSE	64140	TURNOUT MAINTENANCE COMPANY LLC
607569	06/18/2025	$70.00	POLICE RELATED FEES	5056	LUIS C. VASCONCELOS
607570	06/18/2025	$200.00	GENERAL GOVERNMENT	5043	JENNIFER VAZQUEZ
607571	06/18/2025	$70.00	POLICE RELATED FEES	5052	BACILIO VEGA-JIMENEZ
607572	06/18/2025	$304.98	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
607573	06/18/2025	$1,281.80	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607574	06/18/2025	$40.00	CARPOOL INCENTIVE	5038	JESSIE WOO
607575	06/26/2025	$30,800.00	CONTRACT SERVICES	4776	ADMINSURE INC
607576	06/26/2025	$409.22	EDUCATION REIMBURSEMENT	5072	KARLA AGUAYO
607577	06/26/2025	$600.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
607578	06/26/2025	$16,678.75	VEHICLE MAINTENANCE/EXPENSES	113	ALACO LADDER COMPANY
607579	06/26/2025	$27,999.71	IMPROVEMENTS OTHER THAN BUILDING	4762	ALFARO COMMUNITCATIONS CONSTRUCTION, INC
607580	06/26/2025	$2,957.14	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC
607581	06/26/2025	$12,533.27	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC

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607582	06/26/2025	$11,340.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
607583	06/26/2025	$26.86	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
607584	06/26/2025	$24,782.50	CONTRACT SERVICES	4467	AP TRITON LLC
607585	06/26/2025	$2,253.05	UTILITY SERVICES	38380	AT&T
607586	06/26/2025	$8,444.85	UTILITY SERVICES	39550	AT&T
607587	06/26/2025	$61.06	UTILITY SERVICES	39550	AT&T
607588	06/26/2025	$4,019.43	UTILITY SERVICES	1732	AT&T CORP
607589	06/26/2025	$621.50	SUPPLIES	1529	ATHANS ICE HOUSE
607590	06/26/2025	$900.00	CONTRACT SERVICES	4912	CHRISTOPHER W BARNES
607591	06/26/2025	$365.00	CONTRACT SERVICES	3686	BIG STAR FIRE PROTECTION
607592	06/26/2025	$2,006.39	FURNITURE & FIXTURES PURCHASES	2676	BKM OFFICE FURNITURE
607593	06/26/2025	$19,900.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
607594	06/26/2025	$894.53	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607595	06/26/2025	$782.54	SUPPLIES	409	CARAVAN CANOPY INTL INC
607596	06/26/2025	$17,931.25	CONTRACT SERVICES	1619	CAT TRACKING INC
607597	06/26/2025	$2,765.00	CONTRACT SERVICES	4768	DAVID CENICEROS
607598	06/26/2025	$58,000.00	CONTRACT SERVICES	4833	CENTER FOR TRANSPORTATION AND THE ENVIRONMENT INC
607599	06/26/2025	$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
607600	06/26/2025	$1,890.00	CONTRACT SERVICES	3644	GRACE CHANG
607601	06/26/2025	$128.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607602	06/26/2025	$1,782.00	CONTRACT SERVICES	3880	CINDYS JUMPERS, LLC
607603	06/26/2025	$688.00	MACHINERY & EQUIPMENTS	4174	COSTAR REALTY INFORMATION INC
607604	06/26/2025	$240.00	CONTRACT SERVICES	8440	MARCOS CUELLAR
607605	06/26/2025	$125.00	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
607606	06/26/2025	$2,988.00	CONTRACT SERVICES	2399	ENVOY INC
607607	06/26/2025	$414.55	TRAVEL & MEETINGS	5068	VIVANA ESPARZA
607608	06/26/2025	$565.88	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607609	06/26/2025	$15,990.40	CONTRACT SERVICES	2827	FOUR STAR INVESTIGATIONS LLC
607610	06/26/2025	$322.00	TRAVEL & MEETINGS	4767	ELIZABETH FRANCO
607611	06/26/2025	$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607612	06/26/2025	$0.30	UNIFORM EXPENSE	55650	GALLS LLC
607613	06/26/2025	$2,177.44	CONTRACT SERVICES	4365	ANDREW ARTHUR GARCIA
607614	06/26/2025	$1,072.13	CONTRACT SERVICES	4694	CRISTINA GARCIA
607615	06/26/2025	$246.84	TRAVEL & MEETINGS	4067	JOSE GARDEA

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607616	06/26/2025	$473.53	SUPPLIES	2059	HASA INC
607617	06/26/2025	$1,026.00	GENERAL GOVERNMENT	5074	VERONICA HENNESSY
607618	06/26/2025	$675.00	EDUCATION REIMBURSEMENT	3547	ZACHARY HUMBER
607619	06/26/2025	$4,594.31	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607620	06/26/2025	$322.00	TRAVEL & MEETINGS	4926	MARK JIMENEZ
607621	06/26/2025	$2,347.24	SUPPLIES	5066	JIPC 14, LLC DBA JOHN'S INCREDIBLE PIZZA COMPANY
607622	06/26/2025	$969.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES
607623	06/26/2025	$1,350.00	CONTRACT SERVICES	5006	LILIANA FUENTES DBA HAPPY FACES & BALLOON ART
607624	06/26/2025	$217,606.24	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
607625	06/26/2025	$736.26	MACHINERY & EQUIPMENTS	4918	MES SERVICE COMPANY LLC
607626	06/26/2025	$1,103.90	CONTRACT SERVICES	3429	MIGUEL SALMERON
607627	06/26/2025	$286.00	EDUCATION REIMBURSEMENT	4977	DAVID MILLIGAN
607628	06/26/2025	$6,585.00	CONTRACT SERVICES	5071	MITZVAH456 LLC
607629	06/26/2025	$2,500.00	CONTRACT SERVICES	4597	RAY A. MORALES
607630	06/26/2025	$1,172.11	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607631	06/26/2025	$961.30	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
607632	06/26/2025	$2,100.00	CONTRACT SERVICES	4010	NESHAMA 456 LLC
607633	06/26/2025	$376.73	TRAVEL & MEETINGS	3150	SANDRA OLIVAS
607634	06/26/2025	$2,815.20	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
607635	06/26/2025	$10,200.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT INC
607636	06/26/2025	$1,699.40	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607637	06/26/2025	$13,787.00	CONTRACT SERVICES	3613	PYRO SPECTACULARS INC
607638	06/26/2025	$301.00	TRAVEL & MEETINGS	4538	ROSEMARY QUINTERO
607639	06/26/2025	$480.22	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
607640	06/26/2025	$1,500.00	EDUCATION REIMBURSEMENT	5073	ELIZABETH ROBLES
607641	06/26/2025	$7,751.43	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607642	06/26/2025	$2,846.20	CONTRACT SERVICES	673	SERVIAM BY WRIGHT LLP
607643	06/26/2025	$2,049.85	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607644	06/26/2025	$1,500.00	CONTRACT SERVICES	5010	SHOWBIZ RESTROOMS, LLC
607645	06/26/2025	$2,000.00	CONTRACT SERVICES	4771	RYAN SILVERBERG
607646	06/26/2025	$322.00	TRAVEL & MEETINGS	3456	JOHN SORIA
607647	06/26/2025	$29,980.20	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607648	06/26/2025	$13,265.65	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
607649	06/26/2025	$1,300.00	CONTRACT SERVICES	4925	SOUTHSTAR ENGINEERING & CONSULTING INC

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607650	06/26/2025	$583.74	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
607651	06/26/2025	$850.00	CONTRACT SERVICES	4520	STARBIANO LLC
607652	06/26/2025	$1,876.05	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
607653	06/26/2025	$4,350.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607654	06/26/2025	$25,333.25	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
607655	06/26/2025	$1,031.86	UNIFORM EXPENSE	64140	TURNOUT MAINTENANCE COMPANY LLC
607656	06/26/2025	$368.51	TRAVEL & MEETINGS	5067	RONNIE URIAS
607657	06/26/2025	$3,148.27	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607658	06/26/2025	$486.08	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
607659	06/26/2025	$46.98	CONTRACT SERVICES	4593	VESTIS GROUP INC
607660	06/26/2025	$6,508.05	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
607661	06/26/2025	$280.00	TRAVEL & MEETINGS	5069	CHRISTOPHER WOOD
607662	06/26/2025	$2,169.00	MACHINERY & EQUIPMENTS	4241	ZOHO CORPORATION
607663	07/03/2025	$6,882.00	UNIFORM EXPENSE	4217	1819 SUPPLY
607664	07/03/2025	$225.00	CONTRACT SERVICES	1674	1st JON INC
607665	07/03/2025	$748.50	SUPPLIES	5013	ADVENTURE CITY, INC.
607666	07/03/2025	$611.61	UTILITY SERVICES	39550	AT&T
607667	07/03/2025	$7,529.55	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
607668	07/03/2025	$545.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
607669	07/03/2025	$527.86	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
607670	07/03/2025	$130.24	TRAINING	5076	JOSEPH BAHENA
607671	07/03/2025	$400.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
607672	07/03/2025	$683.02	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607673	07/03/2025	$4,480.92	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
607674	07/03/2025	$2,652.81	VEHICLE MAINTENANCE/EXPENSES	4419	DARTCO TRANSMISSION SALES & SERVICES INC
607675	07/03/2025	$375.19	SUPPLIES	1799	E & E SPORTS PHOTOGRAPHY
607676	07/03/2025	$3,500.00	CONTRACT SERVICES	4956	E GALLO INC
607677	07/03/2025	$5,249.37	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
607678	07/03/2025	$2,700.00	CONTRACT SERVICES	5009	ERNEST CURCIO GEN PTR DBA NO DUH/BLONDE DAY
607679	07/03/2025	$170.85	TRAINING	4248	BEATRIZ ESPINOZA
607680	07/03/2025	$19,816.53	VEHICLE MAINTENANCE/EXPENSES	4245	FIRE APPARATUS SOLUTIONS
607681	07/03/2025	$148.77	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607682	07/03/2025	$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607683	07/03/2025	$0.48	UNIFORM EXPENSE	55650	GALLS LLC

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607684	07/03/2025	$2,030.00	CONTRACT SERVICES	4396	GALVIN PRESERVATION ASSOCIATES INC
607685	07/03/2025	$823.07	CONTRACT SERVICES	1447	GATEWAY WATER MANAGEMENT AUTHORITY
607686	07/03/2025	$1,677.73	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
607687	07/03/2025	$12,278.18	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
607688	07/03/2025	$2,575.00	CONTRACT SERVICES	3236	HERK EDWARDS INC
607689	07/03/2025	$828.00	SUPPLIES	3109	HOSPITAL ASSOC OF SOUTHERN CALIFORNIA
607690	07/03/2025	$1,429.19	VEHICLE MAINTENANCE/EXPENSES	3192	FRICTION MATERIALS OF LONG BEACH
607691	07/03/2025	$12,450.86	MACHINERY & EQUIPMENTS	782	INTOXIMETERS INC
607692	07/03/2025	$2,444.01	CONTRACT SERVICES	1675	SIMKINS CO INC
607693	07/03/2025	$1,045.06	SUPPLIES	4326	KLINGSPOR ABRASIVES INC
607694	07/03/2025	$105.00	CONTRACT SERVICES	5065	LAW OFFICES OF ANGEL HO INC.
607695	07/03/2025	$215.00	PARKS AND RECREATION	5077	PIN LOR
607696	07/03/2025	$230.94	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
607697	07/03/2025	$19,653.38	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
607698	07/03/2025	$18,237.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
607699	07/03/2025	$22.88	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
607700	07/03/2025	$24.32	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
607701	07/03/2025	$9,529.57	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS LLC
607702	07/03/2025	$5,757.78	SUPPLIES	43370	MIRACLE PLAYGROUND SALES
607703	07/03/2025	$7,109.48	VEHICLE MAINTENANCE/EXPENSES	7110	MOHAWK MFG & SUPPLY CO
607704	07/03/2025	$1,244.21	TRAINING	4900	CHARLES MYLES DBA POWERFUL DAYS
607705	07/03/2025	$5,142.35	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607706	07/03/2025	$1,225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
607707	07/03/2025	$1,976.23	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
607708	07/03/2025	$2,044.55	CONTRACT SERVICES	62430	ORBIT PARTY RENTALS INC
607709	07/03/2025	$8,350.00	CONTRACT SERVICES	3047	PHILLIPS DRAPERIES AND CURTAINS INC
607710	07/03/2025	$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
607711	07/03/2025	$13,100.00	CONTRACT SERVICES	4402	PREMIER WALL SYSTEMS INC
607712	07/03/2025	$1,754.74	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
607713	07/03/2025	$150.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607714	07/03/2025	$7,866.36	IMPROVEMENTS OTHER THAN BUILDING	4272	PSOMAS
607715	07/03/2025	$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
607716	07/03/2025	$675.00	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
607717	07/03/2025	$7,896.14	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO

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607718	07/03/2025	$1,905.00	MACHINERY & EQUIPMENTS	1937	SHI INTERNATIONAL CORP
607719	07/03/2025	$549.00	TRAINING	1560	SOUTHERN CA INTERGOV TRAINING & DEV CENTER
607720	07/03/2025	$26,833.93	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607721	07/03/2025	$2,209.28	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
607722	07/03/2025	$250.00	GENERAL GOVERNMENT	4587	SOUTHGATE AQUA COALITION INC
607723	07/03/2025	$1,312.50	CONTRACT SERVICES	4157	STRUMWASSER & WOOCHER, LLP
607724	07/03/2025	$515.72	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
607725	07/03/2025	$23,268.72	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607726	07/03/2025	$32,305.37	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607727	07/03/2025	$161.14	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
607728	07/03/2025	$11,782.18	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
607729	07/03/2025	$7,094.50	UTILITY SERVICES	23610	VERIZON WIRELESS
607730	07/03/2025	$93.96	CONTRACT SERVICES	4593	VESTIS GROUP INC
607731	07/03/2025	$16,388.00	MACHINERY & EQUIPMENTS	4878	WASTE EQUIPMENT SALES AND SERVICE INC
607732	07/03/2025	$1,861.93	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607733	07/03/2025	$70.00	POLICE RELATED FEES	4659	ANNA HA
607734	07/03/2025	$40.00	CARPOOL INCENTIVE	4781	TAM TIEU
607735	07/09/2025	$54,453.34	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
607736	07/09/2025	$51,211.63	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
607737	07/09/2025	$45,756.40	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
607738	07/10/2025	$2,179.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
607739	07/10/2025	$726.16	SUPPLIES	37900	AMERICAN SOCCER COMPANY INC
607740	07/10/2025	$2,326.80	UTILITY SERVICES	39550	AT&T
607741	07/10/2025	$7,831.36	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
607742	07/10/2025	$212.00	CONTRACTORS	5081	JESUS CANAZA
607743	07/10/2025	$156.24	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607744	07/10/2025	$340.56	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607745	07/10/2025	$1,951.00	RETIREMENT	3128	CITY OF BELL GARDENS
607746	07/10/2025	$2,328.66	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
607747	07/10/2025	$5,162.30	ADVERTISING/PRINTING SERVICES	4888	ECLIPSE PRINTING & GRAPHICS LLC DBA JAMES LITHIO
607748	07/10/2025	$192.02	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
607749	07/10/2025	$383,515.39	IMPROVEMENTS OTHER THAN BUILDING	4822	ESTATE DESIGN AND CONSTRUCTION INC
607750	07/10/2025	$24.52	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION
607751	07/10/2025	$1,804.50	CONTRACT SERVICES	3920	FIRST PLACE GLASS, INC.

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607752	07/10/2025	$5,850.75	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
607753	07/10/2025	$2,470.07	VEHICLE MAINTENANCE/EXPENSES	4759	FLEET SERVICE SPECIALISTS, LLC
607754	07/10/2025	$128.59	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607755	07/10/2025	$130.25	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607756	07/10/2025	$5,019.42	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
607757	07/10/2025	$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607758	07/10/2025	$335.07	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
607759	07/10/2025	$200.00	CONTRACT SERVICES	4637	GLOBAL INTERPRETING NETWORK INC
607760	07/10/2025	$264.26	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
607761	07/10/2025	$368.24	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
607762	07/10/2025	$1,500.00	CONTRACT SERVICES	5029	DANIEL F. HERNANDEZ
607763	07/10/2025	$6,881.94	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
607764	07/10/2025	$3,131.60	DUES & SUBSCRIPTIONS	28160	INDEPENDENT CITIES ASSOCIATION
607765	07/10/2025	$9,600.30	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR INC
607766	07/10/2025	$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
607767	07/10/2025	$1,807.49	TRAVEL & MEETINGS	2435	SHYAMALIE JAGODAGE
607768	07/10/2025	$3,057.57	TRAVEL & MEETINGS	5079	ANDREW KIM
607769	07/10/2025	$5,107.60	CONTRACT SERVICES	4485	KIMLEY-HORN AND ASSOCIATES INC
607770	07/10/2025	$38,120.50	CONTRACT SERVICES	3716	KOA CORPORATION
607771	07/10/2025	$295.00	CONTRACT SERVICES	109	LEAD TECH ENVIRONMENTAL
607772	07/10/2025	$1,380.75	DUES & SUBSCRIPTIONS	26960	LEAGUE OF CALIFORNIA CITIES
607773	07/10/2025	$72.90	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
607774	07/10/2025	$227.84	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
607775	07/10/2025	$318.06	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS LLC
607776	07/10/2025	$123.20	VEHICLE MAINTENANCE/EXPENSES	2931	M-VISION GRAPHICS INC
607777	07/10/2025	$250.00	GENERAL GOVERNMENT	5078	IRENE FELIX MADRID
607778	07/10/2025	$96.00	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
607779	07/10/2025	$989.00	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
607780	07/10/2025	$15,141.59	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
607781	07/10/2025	$20.86	TRAVEL & MEETINGS	5082	RICHARD MORAN, JR.
607782	07/10/2025	$926.77	TRAINING	5080	DAVID MORGAN
607783	07/10/2025	$7,204.68	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607784	07/10/2025	$1,050.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
607785	07/10/2025	$41.99	UTILITY SERVICES	2673	NTH GENERATION COMPUTING INC

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607786	07/10/2025	$1,738.88	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
607787	07/10/2025	$750.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
607788	07/10/2025	$1,450.26	SUPPLIES	4495	ORANGE INDUSTRIAL HARDWARE
607789	07/10/2025	$528.16	RETIREMENT	42490	LINDA PAYAN
607790	07/10/2025	$134.47	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
607791	07/10/2025	$1,657,928.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
607792	07/10/2025	$322,711.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
607793	07/10/2025	$2,110,941.00	LIABILITY INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
607794	07/10/2025	$3,225.50	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
607795	07/10/2025	$268.87	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
607796	07/10/2025	$12,071.70	CONTRACT SERVICES	3234	SCHOOL NUTRITION PLUS
607797	07/10/2025	$16,777.00	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607798	07/10/2025	$9,100.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
607799	07/10/2025	$335.41	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
607800	07/10/2025	$149,018.75	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607801	07/10/2025	$45,456.40	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
607802	07/10/2025	$363.15	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
607803	07/10/2025	$1,600.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
607804	07/10/2025	$15,463.26	UTILITY SERVICES	526	T-MOBILE USA INC
607805	07/10/2025	$7,793.19	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607806	07/10/2025	$4,800.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607807	07/10/2025	$177.00	CONTRACTORS	2986	THE ENERGUY INC
607808	07/10/2025	$23,181.58	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607809	07/10/2025	$15,000.00	CONTRACT SERVICES	2785	TOWNSEND PUBLIC AFFAIRS INC
607810	07/10/2025	$599,882.40	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
607811	07/10/2025	$66,927.83	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607812	07/10/2025	$7,233.74	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
607813	07/10/2025	$38,820.98	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
607814	07/10/2025	$46.98	CONTRACT SERVICES	4593	VESTIS GROUP INC
607815	07/10/2025	$150.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
607816	07/10/2025	$36,751.55	CONTRACT SERVICES	4841	VOLTAIRE ENGINEERING INC
607817	07/10/2025	$446.00	CONTRACT SERVICES	5005	CLARISSA CERDA
607818	07/16/2025	$12,680.30	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
607819	07/17/2025	$450.00	CONTRACT SERVICES	1674	1st JON INC

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607820	07/17/2025	$118.87	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
607821	07/17/2025	$7,434.75	CONTRACT SERVICES	4467	AP TRITON LLC
607822	07/17/2025	$303.70	UTILITY SERVICES	39550	AT&T
607823	07/17/2025	$7,902.11	UTILITY SERVICES	39550	AT&T
607824	07/17/2025	$41.58	UTILITY SERVICES	39550	AT&T
607825	07/17/2025	$55.00	UTILITY SERVICES	1732	AT&T CORP
607826	07/17/2025	$4,216.36	SUPPLIES	4873	ATLAS COMMERCIAL PRODUCTS DBA EVENTSTABLE
607827	07/17/2025	$115,548.45	CONTRACT SERVICES	3975	AVENU INSIGHTS & ANALYTICS, LLC
607828	07/17/2025	$400.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
607829	07/17/2025	$154,080.00	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
607830	07/17/2025	$675.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
607831	07/17/2025	$15,126.22	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607832	07/17/2025	$1,674.00	CONTRACT SERVICES	40850	MARIA E CASAS
607833	07/17/2025	$7,326.17	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607834	07/17/2025	$25.76	UTILITY SERVICES	36610	CITY OF PICO RIVERA
607835	07/17/2025	$5,625.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
607836	07/17/2025	$517.20	TRAINING	380	BRANDON S CONTRERAS
607837	07/17/2025	$424.46	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
607838	07/17/2025	$1,737.00	CONTRACT SERVICES	4846	CWE
607839	07/17/2025	$656.78	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
607840	07/17/2025	$313.06	TRAINING	5087	SHANNON DIAZ
607841	07/17/2025	$130.03	UTILITY SERVICES	4829	DISH NETWORK LLC
607842	07/17/2025	$4,768.72	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607843	07/17/2025	$2,663.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
607844	07/17/2025	$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
607845	07/17/2025	$494.14	UNIFORM EXPENSE	55650	GALLS LLC
607846	07/17/2025	$14.72	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
607847	07/17/2025	$2,730.69	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
607848	07/17/2025	$2,215.00	CONTRACT SERVICES	5085	GRACE MANAGEMENT, LLC
607849	07/17/2025	$8,327.75	FURNITURE & FIXTURES PURCHASES	2728	H & V CUSTOM OFFICE CUBICLES CORP
607850	07/17/2025	$3,079.56	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607851	07/17/2025	$351.07	CONTRACT SERVICES	1675	SIMKINS CO INC
607852	07/17/2025	$36,109.68	CONTRACT SERVICES	73810	LA FITNESS INTERNATIONAL LLC
607853	07/17/2025	$4,874.75	DUES & SUBSCRIPTIONS	56240	LOS ANGELES COUNTY DEPT OF AUDITOR-CONTROLLER

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607854	07/17/2025	$301.00	TRAINING	737	LUIS MARTINEZ
607855	07/17/2025	$80.00	GENERAL GOVERNMENT	5083	HAIK MELKONYAN
607856	07/17/2025	$476.58	TRAINING	4977	DAVID MILLIGAN
607857	07/17/2025	$301.00	TRAINING	3859	GREGORY MORALES
607858	07/17/2025	$894.21	TRAINING	4900	CHARLES MYLES DBA POWERFUL DAYS
607859	07/17/2025	$748.60	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
607860	07/17/2025	$1,216.25	CONTRACT SERVICES	41180	MANUEL NUNEZ
607861	07/17/2025	$1,261.69	SUPPLIES	15620	OFFICE DEPOT INC
607862	07/17/2025	$3,000.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
607863	07/17/2025	$4,992.00	CONTRACT SERVICES	4266	PARENT FAMILY ENGAGEMENT AND COMMUNITY SERVICES IN
607864	07/17/2025	$1,734.00	CONTRACT SERVICES	5084	GLORIA PEREZ
607865	07/17/2025	$49.47	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
607866	07/17/2025	$82,396.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
607867	07/17/2025	$2,719.61	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
607868	07/17/2025	$4,454.84	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607869	07/17/2025	$929.62	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607870	07/17/2025	$17,350.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
607871	07/17/2025	$7,428.08	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
607872	07/17/2025	$46,502.90	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607873	07/17/2025	$109.85	CONTRACT SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
607874	07/17/2025	$11,770.44	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
607875	07/17/2025	$816.00	SUPPLIES	5035	STITCH CREATOR, INC.
607876	07/17/2025	$8,915.46	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607877	07/17/2025	$218.00	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
607878	07/17/2025	$1,527.00	CONTRACT SERVICES	4356	TRUVIEW BSI, LLC
607879	07/17/2025	$895.00	CONTRACT SERVICES	20070	UC REGENTS
607880	07/17/2025	$5,446.64	SUPPLIES	45120	ULINE INC
607881	07/17/2025	$175.50	CONTRACT SERVICES	4943	UNET DANCE STUDIO LLC
607882	07/17/2025	$2,378.97	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607883	07/17/2025	$1,046.18	UTILITY SERVICES	23610	VERIZON WIRELESS
607884	07/17/2025	$150.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
607885	07/17/2025	$390.00	CONTRACT SERVICES	3572	JIM WARINO
607886	07/17/2025	$154.70	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607887	07/17/2025	$5,820.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC

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607888	07/17/2025	$250.00	GENERAL GOVERNMENT	5078	IRENE FELIX MADRID
607889	07/17/2025	$88.00	CONTRACTORS	4971	REMODEL YOUR VIBE
607890	07/24/2025	$1,488.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
607891	07/24/2025	$2,253.05	UTILITY SERVICES	38380	AT&T
607892	07/24/2025	$94.22	UTILITY SERVICES	39550	AT&T
607893	07/24/2025	$4,020.83	UTILITY SERVICES	1732	AT&T CORP
607894	07/24/2025	$573.10	SUPPLIES	1529	ATHANS ICE HOUSE
607895	07/24/2025	$8,017.57	SUPPLIES	3074	BEAM GLOBAL
607896	07/24/2025	$455.99	SUPPLIES	159	BOUND TREE MEDICAL LLC
607897	07/24/2025	$473.00	TRAINING	3445	JAMES BYUN
607898	07/24/2025	$675.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
607899	07/24/2025	$945.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607900	07/24/2025	$128.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607901	07/24/2025	$1,600.00	CONTRACT SERVICES	2504	ALBERT COBOS
607902	07/24/2025	$4,937.50	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
607903	07/24/2025	$688.00	CONTRACT SERVICES	4174	COSTAR REALTY INFORMATION INC
607904	07/24/2025	$969.59	TRAVEL & MEETINGS	4736	JOE DE LA TORRE
607905	07/24/2025	$1,000.00	CONTRACT SERVICES	4956	E GALLO INC
607906	07/24/2025	$2,041.96	VEHICLE MAINTENANCE/EXPENSES	4759	FLEET SERVICE SPECIALISTS, LLC
607907	07/24/2025	$302.40	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607908	07/24/2025	$511.31	UNIFORM EXPENSE	55650	GALLS LLC
607909	07/24/2025	$1,956.94	CONTRACT SERVICES	4365	ANDREW ARTHUR GARCIA
607910	07/24/2025	$320.00	PARKS AND RECREATION	4641	JOAQUIN GARCIA
607911	07/24/2025	$33,507.50	DUES & SUBSCRIPTIONS	4740	GATEWAY CITIES AFFORDABLE HOUSING TRUST
607912	07/24/2025	$7,668.33	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
607913	07/24/2025	$13.44	CONTRACT SERVICES	4637	GLOBAL INTERPRETING NETWORK INC
607914	07/24/2025	$1,800.00	CONTRACT SERVICES	5099	EFRAIN GONZALEZ
607915	07/24/2025	$2,238.58	SUPPLIES	2059	HASA INC
607916	07/24/2025	$3,000.00	CONTRACT SERVICES	3599	JOHN H HERNANDEZ
607917	07/24/2025	$42.75	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
607918	07/24/2025	$6,778.40	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607919	07/24/2025	$48,718.75	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
607920	07/24/2025	$157.55	TRAVEL & MEETINGS	18760	FEDERICO JIMENEZ
607921	07/24/2025	$750.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES

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607922	07/24/2025	$1,890.00	CONTRACT SERVICES	5006	LILIANA FUENTES DBA HAPPY FACES & BALLOON ART
607923	07/24/2025	$702.00	CONTRACT SERVICES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
607924	07/24/2025	$34,488.97	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
607925	07/24/2025	$1,347.68	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
607926	07/24/2025	$1,759.00	CONTRACT SERVICES	3429	MIGUEL SALMERON
607927	07/24/2025	$150.20	TRAINING	4977	DAVID MILLIGAN
607928	07/24/2025	$2,195.00	CONTRACT SERVICES	5071	MITZVAH456 LLC
607929	07/24/2025	$290.69	CONTRACT SERVICES	4760	MONTEBELLO LAND & WATER CO
607930	07/24/2025	$149.46	SUPPLIES	5092	DANIEL MONTOYA
607931	07/24/2025	$2,617.62	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
607932	07/24/2025	$485.00	CONTRACT SERVICES	4932	JOSE ROBERTO NAVARRO
607933	07/24/2025	$1,035.00	VEHICLE MAINTENANCE/EXPENSES	26370	NAVARROS TOWING SERVICE
607934	07/24/2025	$300.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
607935	07/24/2025	$4,683.09	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
607936	07/24/2025	$25,900.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT INC
607937	07/24/2025	$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
607938	07/24/2025	$250.00	GENERAL GOVERNMENT	5097	MABEL D. PINEDA
607939	07/24/2025	$611.07	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
607940	07/24/2025	$2,988.60	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607941	07/24/2025	$5,826.00	IMPROVEMENTS OTHER THAN BUILDING	4272	PSOMAS
607942	07/24/2025	$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
607943	07/24/2025	$875.00	CONTRACT SERVICES	3444	BRYAN M RAMIREZ
607944	07/24/2025	$1,000.40	CONTRACT SERVICES	4421	YANNI RAZ
607945	07/24/2025	$55.00	GENERAL GOVERNMENT	5096	GRISELDA ROMERO
607946	07/24/2025	$517.80	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
607947	07/24/2025	$22,547.62	DUES & SUBSCRIPTIONS	3293	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
607948	07/24/2025	$1,338.83	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607949	07/24/2025	$750.00	CONTRACT SERVICES	4655	CARLOS SANCHEZ
607950	07/24/2025	$1,300.00	CONTRACT SERVICES	4769	SARAH M GERTMENIAN DBA SMOOTH TOUCH
607951	07/24/2025	$2,426.50	CONTRACT SERVICES	15180	SCS FIELD SERVICES
607952	07/24/2025	$1,237.40	CONTRACT SERVICES	673	SERVIAM BY WRIGHT LLP
607953	07/24/2025	$497.55	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607954	07/24/2025	$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
607955	07/24/2025	$1,500.00	CONTRACT SERVICES	5010	SHOWBIZ RESTROOMS, LLC

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
607956	07/24/2025	$2,900.00	CONTRACT SERVICES	3284	VANESSA SIDA
607957	07/24/2025	$80.00	GENERAL GOVERNMENT	5098	ALEJANDRO SOLANO
607958	07/24/2025	$15,502.99	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607959	07/24/2025	$10,144.50	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
607960	07/24/2025	$755.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
607961	07/24/2025	$2,890.00	CONTRACT SERVICES	4925	SOUTHSTAR ENGINEERING & CONSULTING INC
607962	07/24/2025	$850.00	CONTRACT SERVICES	4520	STARBIANO LLC
607963	07/24/2025	$700.00	CONTRACT SERVICES	4557	STEVE MONREAL DBA FLIRTBAND
607964	07/24/2025	$1,530.00	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
607965	07/24/2025	$1,010.90	TRAVEL & MEETINGS	5036	STEVE TAMAE
607966	07/24/2025	$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
607967	07/24/2025	$1,892.80	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607968	07/24/2025	$4,200.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607969	07/24/2025	$2,682.90	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607970	07/24/2025	$1,075.00	CONTRACT SERVICES	3462	THE WALKING MAN INC
607971	07/24/2025	$750.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ DBA TONY TIGAH
607972	07/24/2025	$5,146.66	CONTRACT SERVICES	20070	UC REGENTS
607973	07/24/2025	$1,540.37	SUPPLIES	45120	ULINE INC
607974	07/24/2025	$25,318.15	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607975	07/24/2025	$3,146.52	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607976	07/24/2025	$250.00	GENERAL GOVERNMENT	4711	MONICA VELASCO
607977	07/24/2025	$250.00	GENERAL GOVERNMENT	5095	VICTORY OUTREACH
607978	07/24/2025	$3,888.34	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
607979	07/24/2025	$2,250.00	CONTRACT SERVICES	5012	JAMES ANTHONY BYNDON DBA JABB PRO INC.
607980	07/24/2025	$980.96	VEHICLE MAINTENANCE/EXPENSES	3978	ISLAS TIRES INC.
607981	07/24/2025	$50.00	SALARIES	4991	ASHLEY LEPE
607982	07/24/2025	$50.00	SALARIES	4988	JOSHUA ULLOA
607983	07/31/2025	$7,555.40	SUPPLIES	31600	4 IMPRINT
607984	07/31/2025	$288.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
607985	07/31/2025	$295.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS INC
607986	07/31/2025	$8,783.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES INC
607987	07/31/2025	$3,500.00	CONTRACT SERVICES	3705	KAROL BALA
607988	07/31/2025	$1,800.00	SUPPLIES	5110	CARLOS PAVON ARIZCORRETA DBA CHURROS EL BOCHITO
607989	07/31/2025	$8,788.05	UTILITY SERVICES	39550	AT&T

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607990	07/31/2025	$61.06	UTILITY SERVICES	39550	AT&T
607991	07/31/2025	$405.86	SUPPLIES	1529	ATHANS ICE HOUSE
607992	07/31/2025	$1,500.00	EDUCATION REIMBURSEMENT	5106	ADAM BICKFORD
607993	07/31/2025	$415.31	SUPPLIES	159	BOUND TREE MEDICAL LLC
607994	07/31/2025	$7,200.00	DUES & SUBSCRIPTIONS	55	CALIFORNIA CONTRACT CITIES ASSOC
607995	07/31/2025	$750.00	DUES & SUBSCRIPTIONS	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION
607996	07/31/2025	$963.30	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607997	07/31/2025	$2,688.88	SUPPLIES	409	CARAVAN CANOPY INTL INC
607998	07/31/2025	$50.00	SALARIES	4985	RICHARD CARLIN
607999	07/31/2025	$765.00	CONTRACT SERVICES	40850	MARIA E CASAS
608000	07/31/2025	$140.00	POLICE RELATED FEES	5105	ANDRES OCTAVIO CONTRERAS
608001	07/31/2025	$9,868.00	DUES & SUBSCRIPTIONS	31150	DEPARTMENT OF CONSERVATION
608002	07/31/2025	$530.10	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
608003	07/31/2025	$47,058.25	CONTRACT SERVICES	4519	ELENA MILLA DBA GENUINE GENERAL CONTRACTOR
608004	07/31/2025	$1,867.38	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
608005	07/31/2025	$1,200.00	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
608006	07/31/2025	$6,959.17	UNIFORM EXPENSE	55650	GALLS LLC
608007	07/31/2025	$345,640.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
608008	07/31/2025	$3,199.73	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
608009	07/31/2025	$3,987.66	PREPAID EXPENSES	37480	GOSERCO INC
608010	07/31/2025	$2,300.00	CONTRACT SERVICES	5100	GREAT ARCHITECH LLC
608011	07/31/2025	$431.45	SUPPLIES	5107	GREENSHINE NEW ENERGY LLC
608012	07/31/2025	$40.00	CARPOOL INCENTIVE	4920	NOEL GUZMAN
608013	07/31/2025	$140.00	POLICE RELATED FEES	4913	ARNOLD ARTHUR HARRISON
608014	07/31/2025	$5,562.80	SUPPLIES	2059	HASA INC
608015	07/31/2025	$425.00	CONTRACT SERVICES	993	IVA SOLUTIONS INC
608016	07/31/2025	$4,531.25	CONTRACT SERVICES	3138	KITTELSON & ASSOCIATES INC
608017	07/31/2025	$4,313.50	CONTRACT SERVICES	3716	KOA CORPORATION
608018	07/31/2025	$140.00	POLICE RELATED FEES	5101	JOHNNY FRANKLAN LANKFORD
608019	07/31/2025	$350.00	EDUCATION REIMBURSEMENT	4477	TROY LE
608020	07/31/2025	$40.00	CARPOOL INCENTIVE	4922	MICHELLE LEGGETT
608021	07/31/2025	$2,050.00	CONTRACT SERVICES	338	LAN T LIU
608022	07/31/2025	$40.00	CARPOOL INCENTIVE	5041	ZACHARY LOPEZ
608023	07/31/2025	$1,089.49	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
608024	07/31/2025	$15,930.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
608025	07/31/2025	$1,061.00	CONTRACTORS	5109	ISSAC MASHIAN
608026	07/31/2025	$380.00	CONTRACT SERVICES	4111	MBM FUEL TANK TESTING AND EQUIPMENT
608027	07/31/2025	$400.00	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
608028	07/31/2025	$650.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
608029	07/31/2025	$12,700.00	CONTRACT SERVICES	4595	NETFILE INC
608030	07/31/2025	$799.25	CONTRACT SERVICES	41180	MANUEL NUNEZ
608031	07/31/2025	$1,603.19	CONTRACT SERVICES	62430	ORBIT PARTY RENTALS INC
608032	07/31/2025	$100.00	EDUCATION REIMBURSEMENT	4847	CHRISTOPHER ORLOWOSKY
608033	07/31/2025	$867.74	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
608034	07/31/2025	$20,823.13	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
608035	07/31/2025	$117,616.52	VEHICLE PURCHASES	2846	SANTANDER BANK NA
608036	07/31/2025	$1,516.16	SUPPLIES	4884	SDK INVESTMENT GROUP DBA SDK BUILDING SUPPLIERS
608037	07/31/2025	$140.00	POLICE RELATED FEES	5057	MELISSA SERRANO QUINTERO
608038	07/31/2025	$4,432.38	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
608039	07/31/2025	$164.00	CONTRACT SERVICES	3284	VANESSA SIDA
608040	07/31/2025	$2,000.00	CONTRACT SERVICES	4771	RYAN SILVERBERG
608041	07/31/2025	$8,892.00	DUES & SUBSCRIPTIONS	11560	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT
608042	07/31/2025	$21,101.76	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608043	07/31/2025	$875.43	CONTRACT SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608044	07/31/2025	$449.66	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
608045	07/31/2025	$583.74	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
608046	07/31/2025	$17,980.45	UTILITY SERVICES	526	T-MOBILE USA INC
608047	07/31/2025	$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
608048	07/31/2025	$2,227.72	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
608049	07/31/2025	$1,750.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
608050	07/31/2025	$1,125.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
608051	07/31/2025	$40.00	CARPOOL INCENTIVE	4781	TAM TIEU
608052	07/31/2025	$64.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ DBA TONY TIGAH
608053	07/31/2025	$352,710.62	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
608054	07/31/2025	$904.98	SUPPLIES	45120	ULINE INC
608055	07/31/2025	$50.00	SALARIES	4988	JOSHUA ULLOA
608056	07/31/2025	$1,549.38	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
608057	07/31/2025	$6,077.38	UTILITY SERVICES	23610	VERIZON WIRELESS

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608058	07/31/2025	$15,907.50	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
608059	07/31/2025	$3,460.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
608060	07/31/2025	$40.00	CARPOOL INCENTIVE	5038	JESSIE WOO
608061	07/31/2025	$149.00	TRAVEL & MEETINGS	5069	CHRISTOPHER WOOD
608062	07/31/2025	$626.64	CONTRACTORS	5094	ALFONSO ZAVALA
608063	07/31/2025	$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
608064	07/31/2025	$20,980.90	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608065	07/31/2025	$120.86	CONTRACT SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608066	07/31/2025	$656.41	TRAINING	4736	JOE DE LA TORRE
608067	07/31/2025	$200.00	TRAINING	4736	JOE DE LA TORRE
608068	07/31/2025	$1,452.33	CONTRACT SERVICES	4736	JOE DE LA TORRE
608069	07/31/2025	$140.00	POLICE RELATED FEES	4808	LORENZO LOPEZ
	CHECK TOTAL	$10,076,402.93			
1535	06/12/2025	$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	SUCCESSOR TOTAL	$2,255.00			
	GRAND TOTAL	$16,763,043.08			

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 - January

January 28, 2026 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Ceremonial Check Presentations to Various Organizations (7 total)	Presentation	Public Affairs	David S.
	Minutes	Consent.	Admin	Kim G.
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.