CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, JANUARY 28, 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 at 7:00 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)
G. Robles Quintanar v. City of Montebello
Case No. ADJ18176656

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code Section 54956.8
Property: 602-610 W. Whittier Blvd., Montebello, California 90640
Agency negotiator: Raul Alvarez, City Manager; Joe Palombi, Director of Community Development
Negotiating parties: Primestor
Under negotiation: Both price and terms

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. CEREMONIAL CHECK PRESENTATIONS TO VARIOUS ORGANIZATIONS

4. STATE OF THE FIRE DEPARTMENT 2025

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. ADOPT SPECIFICATIONS AND PLANS FOR CONSTRUCTION OF CHET HOLIFIELD COMMUNITY GARDEN (CP 945)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for the Chet Holifield Community Garden project (CP 945); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

6. ADOPT RESOLUTION NO. 26-06 APPROVING MONTEBELLO BUS LINES' FISCAL YEARS 2027-29 SHORT RANGE TRANSIT PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-06 approving Montebello Bus Lines' (MBL) Fiscal Years 2027-29 Short Range Transit Plan, including the encompassed recommendations; and
2. Take such additional, related, action that may be desirable.

7. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4455 WITH WHITE MEMORIAL HOSPITAL TO PROVIDE IN CUSTODY MEDICAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4455 with White Memorial Hospital for the provision of in custody medical services; and,
2. Authorize the City Manager to execute the agreement; and,
3. Take such additional, related action that may be desirable.

CONSENT CALENDAR

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

8. AWARD AGREEMENT NO. 4451 TO LINCOLN CONCEPTS FOR FEDERAL LOBBYING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4451 with Lincoln Concepts, to provide Federal Lobbying Services in response to Request for Proposals (RFP) No. 26-05 for a total not-to-exceed amount of $492,000, for a three-year (3-year) term with the option for renewal of up to two (2), additional one-year (1-year) terms; and

2. Authorize the City Manager to execute and finalize Agreement No. 4451 with Lincoln Concepts on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) of the total amount for each fiscal year; and
4. Take such additional, related, action that may be desirable.

9. TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2025 (Second Quarter of Fiscal Year 2025-26); and,
2. Take such additional, related action that may be desirable.

10. APPROVE THE USE OF ASSET FORFEITURE FUNDS TO PURCHASE LAW ENFORCEMENT RECOGNITION AWARDS AND DEPARTMENT UNIFORM BADGES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of $30,000 in Asset Forfeiture funds for costs associated with the purchase of law enforcement recognition awards and uniform badges; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $30,000 in Account No. 230-99-6000.40 (Asset Forfeiture, Supplies - Durable); and
3. Take such additional, related action that may be desirable.

11. APPROVE SUBMISSION OF AN APPLICATION FOR THE YOUTH SERVICE CORPS COMPETITIVE GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of an application for the Youth Service Corps Competitive Grant Program; and
2. Authorize the City Manager to conduct all negotiations and execute and submit documents reasonably-necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

12. APPROVE SUBMISSION OF A GRANT APPLICATION TO THE STATE HOMELAND SECURITY PROGRAM (SHSP)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit a grant application to the State Homeland Security Program (SHSP) for the purchase of interoperable radios, body-worn cameras, and detective vehicle-mounted gun safes; and
2. Authorize the City Manager to execute all necessary application forms; and
3. Take such additional, related action that may be desirable.

13. APROVE SUBMISSION OF APPLICATION FOR THE LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY (LACAHSA) AFFORDABLE HOUSING PRODUCTION AND PRESERVATION NOTICE OF FUNDING AVAILABILITY (NOFA)

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of a grant application to the Los Angeles County Affordable Housing Solutions Agency (LACAHSA) in response to the Notice of Funding Availability (NOFA) for housing production and preservation; and,
2. Authorize the City Manager to execute all grant award / NOFA documents; and
3. Take such additional, related action that may be desirable.

14. APPROVAL OF MINUTES: NOVEMBER 12, 2025, SPECIAL CITY COUNCIL MEETING; NOVEMBER 12, 2025, CITY COUNCIL MEETING; DECEMBER 09, 2025, CITY COUNCIL MEETING; JANUARY 14, 2026, CITY

COUNCIL MEETING; JANUARY 14, 2026, CITY COUNCIL AND SUCCESSOR AGENCY MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

15. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-05 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 28, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-05 approving the Warrant Register dated January 28, 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.

- **Scarlet Peralta, Councilmember**

  1. **Park Restroom Facility Renovations**
     Request Council consensus to prioritize park restroom renovations and direct staff to evaluate options for prefabricated modular restrooms, upgrades to existing facilities where feasible, and funding strategies leveraging CDBG, grants, and other available resources, and return to Council with a recommended action plan.

- **Ric Alonzo, Councilmember**

  1. **Establish Engineer's Day in Montebello during National Engineers Week, to highlight the impact of engineering in our community and inspire youth through engaging, hands-on activities.**
  2. **Establish key signature recreational events to be hosted in South Montebello.**

- **Salvador Melendez, Councilmember**

- **Danielle Romero, Mayor Pro Tem**

  1. **February marks the 35th anniversary of Operation Desert Storm. I request a resolution be passed to honor actions of our soldiers.**
  2. **Request for additional lighting at the corner of Howard and Beverly.**
  3. **Request to have all veterans who are active in our city to apply for a banner regardless of current address.**

- **Georgina Tamayo, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on February 11, 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 25, 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: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT SPECIFICATIONS AND PLANS FOR CONSTRUCTION OF CHET HOLIFIELD COMMUNITY GARDEN (CP 945)**

DATE: January 28, 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 plans and specifications for the Chet Holifield Community Garden project (CP 945); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of this action will allow staff to proceed with the solicitation of bids from properly licensed State of California contractors. As soon as staff receive and evaluate the bids, a recommendation will be made at a future City Council meeting and will include a well-defined budget.

BACKGROUND/DISCUSSION:

Community gardens play an important role in enhancing the quality of life in the City of Montebello by promoting public health, strengthening community connections, and supporting the City's sustainability and equity goals. These shared spaces provide residents with access to fresh, affordable produce, encourage healthy lifestyles through outdoor activity, and create opportunities for neighbors of all ages and backgrounds to

engage with one another. In addition, community gardens contribute to environmental stewardship by improving air quality, supporting pollinators, and transforming underutilized spaces into attractive, active community assets that promote neighborhood pride and positive use of public areas.

The final construction specifications (Attachment A) are completed in accordance with applicable engineering standards and are consistent with the City's procurement policies. The City Council is required to approve and adopt construction documents and authorize the bid request for all public projects. The bid advertisement phase is consistent with Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code 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 29, 2026 – February 25, 2026
Questions Request for Information due date	February 16, 2026 at 12:00 PM
City Responses to Request for Information due date	February 19, 2026 at 12:00 PM
Bid Opening	February 25, 2026 at 11:00 AM
Award of Contract (Tentative) date	March 25, 2026 City Council Meeting
Commence Construction Project	April/May 2026 – Tentative

ENVIRONMENTAL:

Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. (Attachment C).

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council approve the Environmental Assessment for the Chet Holifield Community Garden (CP 945) as a Class 1 categorical exemption under Section 15301 of the California Code of Regulations, pursuant to the California Environmental Quality Act (CEQA). In addition, staff recommends adoption of the 100% completed

specifications and plans for the project and authorization to proceed with the advertisement for construction bids.

ATTACHMENT(S)

1. Attachment A - Specifications CP 945
2. Attachment B - Plans CP 945
3. Attachment C - CEQA NOE

CITY OF MONTEBELLO
CALIFORNIA

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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

RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN – DIRECTOR OF PUBLIC WORKS

PREPARED BY:

Bowman

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: 714-940-0100

Bowman Project No. 440178-01-001-00012

PROJECT SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202
Bid Opening (Electronic Bid through PlanetBids)
Wednesday, February 25, 2026 at 11:00 AM

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

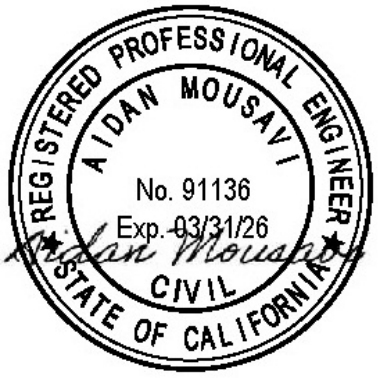
IN THE CITY OF MONTEBELLO

BID SCHEDULE

• Bid Period	January 29, 2026 – February 25, 2026
• Questions RFIs due by	February 16, 2026 at 12:00 PM
• City Responses to RFIs due by	February 19, 2026 at 12:00 PM
• Bid Opening	February 25, 2026 at 11:00 AM
• Award of Contract(Tentative)	March 25, 2026 City Council Meeting
• Commence Construction Project	April/May 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 25, 2026.**
    - **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

These Specifications have been prepared
under the direction of:



_____

Aidan Mousavi, P.E.
Civil No. 91136

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) 887-1462.

Cesar Roldan
Public Works Director

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

IN THE CITY OF MONTEBELLO

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NOTICE INVITING SEALED BIDS

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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 25, 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 February 16, 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 **Forty (40) 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

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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 25, 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

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID ITEMS:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	$	$
2	Provide Traffic Control	LS	1	$	$
3	Sawcut and Remove Existing AC Pavement and Native Soil to provide clear depth	CY	47	$	$
4	Sawcut and Remove Existing PCC Pavement and Native Soil to provide clear depth	SF	1,746	$	$
5	Sawcut and Remove Existing Curb & Gutter	LF	20	$	$
6	Sawcut and Remove Existing Concrete V-Gutter	SF	103	$	$
7	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	$	$
8	Remove Existing Landscape	CY	244	$	$
9	Remove Existing Tree and Tree Roots	EA	1	$	$
10	Remove and Relocate Existing BBQ Equipment and Appurtenances	LS	1	$	$

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Construct Concrete Curb and Gutter	LF	21	$	$
12	Construct Concrete Sidewalk (4"-Thick)	SF	3,008	$	$
13	Construct Concrete 34" wide PCC V-Gutter	SF	27	$	$
14	Provide and Place 4" Thick Crushed Miscellaneous Base (CMB)	CY	26	$	$
15	Construct 4”-Thick Asphalt Concrete Overlay Type C2-PG 64-10	TON	51	$	$
16	Construct Concrete Curb Ramp	EA	1	$	$
17	Construct Mow Curb	LF	241	$	$
18	Provide, Place and Compact 4" Decomposed Granite	CY	71	$	$
19	Provide and Place 18”-Thick Top Soil	CY	162	$	$
20	Furnish and Install 6’ High Black Vinyl Coated Galvanized Chain Link Fence System	LF	268	$	$
21	Furnish and Install 6’ High Black Vinyl Coated Galvanized Chain Link 8' wide Double Gates	EA	1	$	$
22	Furnish and Install 6’ High Black Vinyl Coated Galvanized Chain Link Single Gate	EA	1	$	$
23	Construct 18" Raised Planter Curb	LF	155	$	$
24	Furnish and Install New Hose Bibb	EA	4	$	$
25	Furnish and Install 6' Long Precast Concrete Wheel Stops	EA	13	$	$
26	Furnish and Install 4’W X 8’L X 2’H Planter Box	EA	52	$	$
27	Traffic Striping and Markings Including Accessible Parking Stall	LS	1	$	$
28	Furnish and Install New Sign and Post	EA	2	$	$
29	Furnish and Install Public Improvement Project Signs	EA	1	$	$
30	Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	LS	1	$	$
31	Provide Material Testing Services as Directed by the Engineer – Allowance	LS	1	$	$
TOTAL AMOUNT BID IN FIGURES					$

TOTAL AMOUNT BID IN WORDS _____

_____Dollars

Bidder's Signature Title

_____

Company Name

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE".*

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

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, email addresses (at least two), 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

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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 **forty (40) working days,** for construction to begin from the effective date of the Notice-to-Proceed issued by the City.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar ($25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the Public Works Director, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Weekdays (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.

- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Liquidated Damages: The liquidated damages value is hereby amended to be $500.00 per day.

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors
Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR: _____

_____
(Title)

Contractor's License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

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

NOTARY PUBLIC _____

AGENCY: _____
Raul Alvarez, City Manager of the City of Montebello

ATTESTED: _____
Christopher Jimenez, City Clerk, City Clerk of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____ _____, as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the City of Montebello, as AGENCY , in the penal sum of _____ _____ dollars ($ _____), which is fifty percent (50%) of the total contract amount for the above stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alteration made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____ day of _____, 20_____.

CONTRACTOR* _____

_____

SURETY* _____

_____

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

NOTARY PUBLIC _____

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

SPECIAL PROVISIONS

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

IN THE CITY OF MONTEBELLO

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SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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 for all the streets shown in the contract documents, including office research of notes, plats or other necessary documents; marking removal limits; grade staking; tying and relocating utilities. All work shall be done to the satisfaction of the Engineer.

The Contractor shall notify the City of Montebello, in advance, in the event that any monumentation or witnesses to the monumentation should fall within any removal area.

The Contractor shall be liable for a back charge in an amount up to $1,000.00 per point obliterated or destroyed without notice or authorization from the City of Montebello.

Any questionable grade, elevation, location or element of design shown on the plans shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction.

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. The allowable error shall not exceed 0.02 feet vertically or horizontally. Any staking found to exceed allowable error shall be reset at the sole expense of the Contractor and no additional compensation will be made therefore. In cases where the Contractor is unable to place a monument, such as conflicts with underground utilities, the Contractor shall notify the Engineer for review, confirmation, and approval of the omission. All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

3-10.2 Line and Grade.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's Surveyor shall have all the necessary tools, materials, personnel available at the job site for setting blue, yellow and red top hubs at the time that they are set, and shall adequately reference all such stakes by setting hubs three (3) inches below subsurface.

The Surveyor shall have the option of establishing line and grade either by setting stakes to finished grade, marking the cuts and fills on the pavement, or referring to stakes, spikes, drill holes, chisel cuts, etc., on a grade sheet. Normally, stakes will be set and stationed by the Surveyor for rough grade, curbs, headers, sewers, storm drains, and structures and a corresponding cut or fill to finished grade (or flow line) indicated on a grade sheet. If the Surveyor elects to set stakes to the finished grade, the top of these stakes will be colored with blue crayon or paint. All elevations will be established with a Surveyor's level or Theodolite.

For street improvements, the Surveyor will establish rough grade elevations at 50-foot intervals along the street. After completion of the rough grading, he/she will establish elevations for curb

or pavement headers. An elevation for pavement will be established at all points indicated by elevations shown on the plans. Elevations will be established at 25-foot intervals on the centerline and at all grade changes. For resurfacing over existing pavement or constructing 2 or 3 course bituminous pavement, the Surveyor will paint data on the surface of the existing pavement and/or base course and each lift to indicate the fill to finished grade at such locations and intervals as to provide adequate control for laying the wearing surface course to finished grade.

Flow line elevations will be established by the Surveyor at all changes in grade and at 25-foot intervals when the grade is greater than 0.50% and at 10-foot intervals for grades of 0.50% or less. For flow lines adjacent to curbs on grades 0.10% or over, when the curb is new and has a uniform curb face, flow line elevations will not be set on existing curbs, the grade of which may be irregular, grade points will be set at all changes in grade and at 25-foot intervals. Sufficient flow line elevations will be set to facilitate the construction of warped pavement sections or for special drainage conditions.

For integral curb and gutter, blue tops for the flow line will not be set but curb elevations shall be established at all changes in grade and at 25-foot intervals when the grade is more than 0.50% and at 10-foot intervals when the grade is 0.50% or less. In the case of integral curb and gutter with a varying curb face, grade sheets will show cuts and fills to the top of the curb or to the flow line and indicate the required curb face.

For storm drains, the Surveyor will establish elevations at 25-foot intervals along the main line, at all grade change points indicated on the plans, at inlets and outlets of structures and at the upper ends of house connections and laterals. Normally, elevations for narrow trenches will be established by means of offset stakes and a grade sheet giving cuts from such stakes will be issued. When determined necessary, blue top hubs will be set in the trench for line and grade. Narrow trenches where there are space constraints due to utility conflicts must be approved by the Engineer and must compile with Slurry mix backfill according to Section 306-12.2 of the Greenbook. Use of slurry mix backfill shall include furnishing material, labor, tools, equipment and incidentals, and for doing all work involved in installing slurry mix backfill, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and included in the cost for storm drain pipeline. No additional compensation shall be allowed.

Distances and measurements, except elevations and structural dimensions, are given and made on horizontal planes.

Copies of all grade sheets shall be provided to the Engineer for filing.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year

period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

The following subsection(s) are hereby added to Section 5-3 of the Standard Specifications

5-3.6 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing

rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

The whole Subsection 5-4.2 of the Standard Specifications is hereby deleted and replaced with the following:

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

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

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

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

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

5-4.3 Worker's Compensation Insurance.

The following is hereby added to this subsection of the Standard Specification:

CONTRACTOR shall carry and maintain worker’s compensation in the amount of $1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker’s compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

5-4.4 Auto Liability Insurance.

The whole Subsection 5-4.4 of the Standard Specifications is hereby deleted and replaced with the following:

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

The following is hereby added to **subsection 5-4** of the Standard Specifications:

5-4.5 Additional Insureds.

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

5-4.6 Notice of Cancellation.

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

5-4.7 Severability Clause.

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

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

5-4.8 Qualifications of Insurer.

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

5-4.9 Approval of Insurer.

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

5-4.10 Payment of Premiums.

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

5-4.11 Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the

CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The following is hereby added to subsection 5-7.1.1 of the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

The following subsection(s) are hereby added to Section 5-7 of the Standard Specifications:

5-7.9 Traffic and Access.

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight (48) hours (2 working days) prior to any temporary obstruction of access. Contractor to revise all dates daily on no-parking signs. If works does not begin on the date posted on the no-parking sign, Contractor then shall replace all signs with the new correct dates. Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic

control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

There are some driveways that require replacement in order to be handicap compliant. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the City.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

5-7.9.1 Street Closures, Detours, Barricades.

This subsection is hereby added to section 5-7.9 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

5-7.9.2 Protection of the Public.

This subsection is hereby added to section 5-7.9 of the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **forty (40) 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
CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

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 – Provide Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsections 5-7, 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of

Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

1) 5 feet to any excavation,
2) 2 feet to curbs or temporary concrete barriers,
3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency's execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The "NO PARKING" signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) "Public Notice" to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door knob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, Montebello Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars ($100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 601 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 601 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators
6. Lighting, for nighttime work.

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for

each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to "California Manual on Uniform Traffic Control Devices", CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Montebello prior to beginning any removals.

The Contractor shall cooperate with the City of Montebello relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Montebello.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

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 **Provide 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 – Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to Provide Clear Depth

This Bid Item shall conform to Sections 300 and 401-2 of the Standard Specifications and shall include all labor, material and equipment required to include the following items of work:

A. Sawcutting and removal by excavation of existing asphalt concrete (AC) pavement and underlying materials excavated to a depth required for the placement of a new pavement section and sub-base as shown on the project drawings. The excavation shall include, but is not limited to, the subgrade native soils. All work shall be completed in accordance with these specifications, the lines and grades, and typical cross-sections shown on the drawings. The underlying materials

which are removed from excavations beneath the existing AC pavement shall be inspected by the City Engineer prior to performing over excavation.

B. Removal of materials resulting from milling, excavation, shall be legally disposed of legally debris, shrubs, rubbish and excess material.

C. Maintaining dust control at all times by watering.

D. Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans to be removed and disposed off legally.

E. Removal and disposal of unnamed concrete improvements.

F. Restoration and clean-up of the site.

G. Providing for traffic control and maintenance of access to driveways, security and safety including signs, barricades, covers, steel plates and/or chain link fencing as necessary.

H. Protecting in place of existing water mains, sewers, storm drains, meters, valve covers, walls, fences, curbs, fire hydrant, telephone and power poles, and other existing structures.

I. Removing and restoring or relocating all sprinkler lines, heads, valves, etc. interfering with construction of improvements.

J. All materials removed shall be lawfully disposed of at a site secured by the Contractor. The Contractor will make every effort to recycle excavated and demolition materials. The Contractor shall provide the City Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion.

K. No excavated or demolished materials shall be left in the public right of way overnight.

It is the Contractor's responsibility to do whatever subsurface exploration is required to do a complete bid covering the cost of removal to the grades required.

The Contractor shall also be aware of existing Petromat fabric material under the existing pavement when removing the pavement. Pavement fabric, such as Petromat, shall be removed and disposed of, as required.

The Contractor shall also be aware of existing Macadam material under the existing pavement when removing the pavement.

The Contractor shall prepare the subgrade in accordance with the Specifications and to the satisfaction of the City Engineer, prior to placing new pavement. This item shall include excavation, backfill, disposal of excess materials and fine grading required to establish the grades shown on the Project Plans.

The subgrade preparation shall conform to Section **301-1** of the Standard Specifications. Unless otherwise specified, soil in the paved area shall be compacted to a relative compaction of **ninety-five (95) percent** in layers not to exceed **six (6)** inches of subgrade prior to placement of gravel base and the remainder shall be **ninety-five (95)** percent by a suitable means of compaction.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements, protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replace as called out in Section 400 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete or cement concrete to facilitate its removal. Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

Payment for **Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to Provide Clear Depth** shall be at the contract unit price per **Cubic Yard (CY)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of unsuitable materials, grade for the base, compaction and no additional compensation will be allowed therefor. Payment for the removal of Macadam and/or Petromat fabric material shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 4 – Sawcut and Remove PCC Pavement and Native Soil to Provide Clear Depth

This Bid Item shall conform to Section 401 of the Standard Specifications and shall include all labor, material and equipment required to include the following items of work:

A. Sawcutting and removal by excavation of existing Portland cement concrete (PCC) pavement and underlying materials excavated to a depth required for the placement of a new pavement section and sub-base as shown on the project drawings. The excavation shall include, but is not limited to, the subgrade native soils. All work shall be completed in accordance with these specifications, the lines and grades, and typical cross-sections shown on the drawings. The underlying materials which are removed from excavations beneath the existing PCC pavement shall be inspected by the City Engineer prior to performing over excavation.

B. Removal of materials resulting from milling and excavation, including but not limited to debris, shrubs, rubbish and excess material, shall be legally disposed of.

C. Maintaining dust control at all times by watering.

D. Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans, is to be removed and disposed of legally.

E. Removal and disposal of unnamed concrete improvements.

F. Restoration and clean-up of the site.

G. Providing for traffic control and maintenance of access to driveways, security and safety including signs, barricades, covers, steel plates and/or chain link fencing, as necessary.

H. Protecting in place of existing water mains, sewers, storm drains, meters, valve covers, walls, fences, curbs, fire hydrant, telephone and power poles, and other existing structures.

I. Removing and restoring or relocating all sprinkler lines, heads, valves, etc. interfering with construction of improvements.

J. All materials removed shall be lawfully disposed of at a site secured by the Contractor. The Contractor will make every effort to recycle excavated and demolition materials. The Contractor shall provide the City Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion.

K. No excavated or demolished materials shall be left in the public right of way overnight.

It is the Contractor's responsibility to do whatever subsurface exploration is required to make a complete bid covering the cost of removal to the grades required.

The Contractor shall also be aware of existing Petromat fabric material under the existing pavement when removing the pavement. Pavement fabric, such as Petromat, shall be removed and disposed of, as required.

The Contractor shall also be aware of existing Macadam material under the existing pavement when removing the pavement.

The Contractor shall prepare the subgrade in accordance with the Specifications and to the satisfaction of the City Engineer, prior to placing new pavement. This item shall include excavation, backfill, disposal of excess materials and fine grading required to establish the grades shown on the Project Plans.

The subgrade preparation shall conform to Section **301-1** of the Standard Specifications. Unless otherwise specified, soil in the paved area shall be compacted to a relative compaction of **ninety-five (95) percent** in layers not to exceed **six (6)** inches of subgrade prior to placement of gravel base and the remainder shall be **ninety-five (90)** percent by a suitable means of compaction.

All existing Portland cement concrete (PCC) pavement to join new construction shall be sawcut

in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements, protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replaced as called out in Section 402 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete or cement concrete to facilitate its removal. Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course PCC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

Payment for **Sawcut and Remove PCC Pavement and Native Soil to Provide Clear Depth** shall be at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of unsuitable materials, grade for the base, compaction and no additional compensation will be allowed therefor. Payment for the removal of Macadam and/or Petromat fabric material shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 5 – Sawcut and Remove Existing Curb & Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb and gutter, base, sub base, native soil and all existing improvements to provide clear area for construction of new curb and/or curb and gutter. Removal of concrete curb and/or curb and gutter as shown on the Contract Drawings and as directed in the field by the Engineer, shall conform to Subsection 401-3.2 of the Standard Specifications for Public Works Construction. Work shall also include replacement of any removal or damaged 3"-4" diameter drainpipe.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete curb and/or curb and gutter is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete curb and gutter shall be to the lines shown on Plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of 24 inches-wide strip of AC pavement along the concrete curb and gutter for forming is included in this removal bid item and no additional compensation will be allowed.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and/or gutter, pull boxes, utility boxes, and etc. in place per section 402-2 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation. All materials to be removed as indicated on the plans shall be disposed of at a legal site as specified in subsection 401-3.2 and 402-3 of the Standard Specifications for Public Works Construction.

Payment for **Sawcut and Remove Existing Curb & Gutter** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 6– Sawcut and Remove Existing Concrete V-Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete v-gutter and related adjacent areas needed to construct a v-gutter. Removal of concrete v-gutter as shown on the plans in conformance to Subsection 401-3.2 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete V-Gutter is constructed. The exact location of the V-gutter removal shall be approved by the City Engineer in the field. Generally, sawcuts shall be on existing joints.

All necessary sawcutting of existing concrete V-Gutter shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of 24 inches-wide strip of AC pavement along the concrete V-gutter for forming is included in this removal bid item and no additional compensation will be allowed.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 402-2 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation. All materials to be removed as indicated on the plans shall be disposed of at a legal site as specified in subsection 401-3.2 and 402-3 of the Standard Specifications for Public Works Construction.

Payment for **Sawcut and Remove Existing Concrete V-Gutter** (or portion thereof) shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for

complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 7– Sawcut and Remove Existing Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb ramp, adjacent sidewalk, ramping transition with concrete curbs, curb and/or gutter, paving as required for forming, planting area, base, sub base, native and all existing improvements to provide clear area for construction of new curb ramp; also shall include transitions to comply with ADA requirements. Removal of concrete curb ramp as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401-3.2 of the Standard Specifications for Public Works Construction.

Prior to removing the curb ramp, the contractor shall determine the feasibility of constructing a new curb ramp in compliance with ADA standards.

Several locations that call out Removal and Replacement of ramps in the Plans and as approved in the field by the Engineer have existing landscaping, sidewalk, curb and gutter. This bid item includes removal of existing sidewalk, landscaping, curb and gutter if no existing ramp is in place.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Curb Ramp is constructed. Generally sawcuts shall be on existing joints or score mark. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of any private improvements should be coordinated in writing with the owner and it is Contractor's responsibility to obtain owner's written approval for removal prior to construction. Right-of-Way Entry should be signed by the owner prior to removal of any private improvements at no additional cost to the City.

Removal of 24 inches-wide strip of AC or PCC pavement along the curb and gutter for forming and truncated dome is included in this removal bid item and no additional compensation will be allowed.

Payment for **Sawcut and Remove Existing Concrete Curb Ramp** (or portion thereof) shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 8– Remove Existing Landscape

In addition to the work outlined in the Standard Specifications for Public Works Construction Section 300-2, the following items of work are included:

A. Removal, hauling and disposal of existing sub-base, base and native material all within the project site and as shown on the plan or directed by the Engineer.

B. Removal of excess material from excavation, disposal of debris, shrubs, roots, rubbish and excess material away from site.

C. Maintaining dust control at all times by watering.

D. Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans to be removed.

E. Restoration and clean-up of the site.

F. Protecting in place of existing water mains, sewers, storm drains, meters, valve covers, walls, fences, curbs, fire hydrant, telephone and power poles, and other existing structures.

G. Removing and relocating all sprinkler lines, heads, valves, etc. interfering with construction of improvements.

H. All materials removed will be lawfully disposed of at a site secured by the Contractor. The Contractor will make effort to recycle excavated and demolition materials. The Contractor will provide the Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion.

I. No excavated or demolition materials shall be left in the public right of way overnight.

J. Temporary support of all sloped and vertical plains of excavation. Shoring where needed shall be placed to protect exiting improvement including adjacent properties. Temporary shoring design is Contractor responsibility and shall be done by a Registered Engineer. Contractor shall submit the calculation to the City's Building and Safety Department prior commencement of the construction.

The Contractor shall be aware that the underlying materials underneath the AC and concrete pavement, curb and gutters, longitudinal gutter, alley intersection and sidewalk can be aggregate base, miscellaneous base or native soil. For the purpose of this project the underlying materials are classified as unclassified excavation.

It is the Contractor's responsibility to do whatever subsurface exploration is required to do a complete removal to the grades required.

The Contractor shall prepare the sub grade in accordance with the Standard Specifications for Public Works Construction and to the satisfaction of the City Engineer, prior to placing the improvements. This item shall include excavation, backfill, disposal of excess materials and fine grading required.

Removal of any underlying existing improvements shall be to the lines as shown on plans or as directed by the City Engineer.

The sub grade preparation shall conform to Section 301-1 of the Standard Specifications for Public Works Construction. Unless otherwise specified, soil in the paved area shall be compacted to a relative compaction of **ninety (90)** percent by a suitable means of compaction.

Final subgrade elevations shall be confirmed by survey elevations per Standard Specifications for Public Works Construction.

Payment for **Remove Existing Landscape** shall be paid for the contract unit price per **Cubic Yard (CY),** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 9– Remove Existing Tree and Tree Roots

This item shall include grinding stumps and associated roots to the diameter of the trunk at existing grade and to the depth of 3-foot below existing grade. Grindings shall be removed from this 3-foot hole. The hole shall then be filled with soil and compacted to 90-percent relative compaction.

For trees indicated on the project drawings for removal, the Contractor shall place a visible removal "tag" on these trees prior to removal; Inspector shall approve the removal of tagged tree within three working days after tagging. Tree shall be removed in a workmanlike manner so as not to injure other standing trees or improvements to be preserved. Contractor shall remove the tree, stump, and all roots larger than 1-1/2 inches in diameter to 36 inches below grade for tree indicated for removal on the drawings. Any water lines to remain shall be protected in place. Hole created from removal of tree stump shall be backfilled and graded to finish level by the end of the workday. All debris from pruning or removing tree shall be cleaned up and hauled away from the work site on the same day that the tree is removed.

Tree removal shall be performed by a Certified Arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The Arborist can be a person in the employment of the Contractor as long as the person has been certified by the Western Chapter of the International Society of Arboriculture. The Certified Arborist shall be approved in advance by the Engineer, and all removal shall be done in the presence of the Engineer.

Payment for Remove Existing Tree and Tree Roots shall be made per **Each (EA)** at the unit price bid in the contract prices bid and include full compensation for removing, furnishing all

labor, tools, equipment, sawcutting, hauling, properly disposing of materials and incidentals for doing all the work involved complete in place. No additional compensation will be allowed therefor.

Bid Item No. 10– Remove and Relocate of Existing BBQ Equipment and Appurtenances
This Bid Item shall include all labor, material and equipment relocate existing BBQ equipment

Payment for Remove and Relocate of Existing BBQ Equipment and Appurtenances shall be at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for complying with the above requirements, furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 11 – Construct Concrete Curb or Curb & Gutter

This Bid Item shall include all labor, material and equipment required to place concrete curb and gutter for the project. Concrete curb and gutter shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.3.3 of the Standard Specifications for Public Works Construction.

Concrete curb and gutter shall be per Standard Plans for Public Work Construction, Standard Plan 120-2 type A2-8 (200) or type A2-6 (150), W=24" locations and size per plans, or to match existing per City Engineer's instruction.

Concrete curb and gutter shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing curb and gutter to be joined shall be sawcut on a neat, straight line at the join location. **The Contractor shall remove and replace any new concrete work with graffiti markings, tie marks, shoe marks, and blemishes at no additional cost to the City**.

Payment for concrete curb and gutter shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for constructing a two-foot-wide AC or PCC pavement strip along the curb and gutter for forming purposes and payment for a 4"-thick compacted crushed miscellaneous base (CMB) to be placed under the curb and gutter shall be included in this bid item of work, and no additional compensation will be allowed.

Payment for **Construct Concrete Curb or Curb & Gutter** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 12 – Construct Concrete Sidewalk (4"-Thick)

This Bid Item shall include all labor, material and equipment required to place concrete sidewalk for the project. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.3.3 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. **The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.**

Payment for concrete sidewalk shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for **Construction Concrete Sidewalk (4" thick)** shall be paid for at the contract unit price per **Square Foot (SF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 13 – Construct Concrete 34" Wide PCC V-Gutter

This Bid Item shall include all labor, material and equipment required to place concrete longitudinal gutter for the project. Concrete V gutter shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, City of Montebello Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete V gutter shall be constructed per details on sheet C-3. Concrete shall be Class 520-C-2500 as specified in Section 201-1 of the Standard Specifications for Public Works Construction.

Concrete v-gutter shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for concrete v-gutter shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction. 4" thick compacted Crushed Miscellaneous Base (CMB) under the v-gutter shall be paid under a separate Bid Item.

Payment for 24 inches wide AC or PCC Pavement strip along the V-gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Payment for **Construct Concrete 34" Wide PCC V-Gutter** shall be paid for at the contract unit price per **Square Foot (SF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 14 – Provide and Place 4"-Thick Crushed Miscellaneous Base (CMB)

This Bid Item shall include all labor, material and equipment required to provide and place Crushed Miscellaneous Base (CMB). CMB shall be in conformance with the requirements specified in Section 200-2.4 for untreated base material of the Standard Specifications and shall be placed and compacted per plans and specifications and per Section 301 of Standard Specifications for Public Works Construction.

Payment for placing crushed miscellaneous base shall conform to the provisions of Subsection 301-2.4 of the Standard Specifications for Public Works Construction.

Payment for **Provide and Place 4"-Thick Crushed Miscellaneous Base (CMB)** shall be paid for at the contract unit price per **Cubic Yard (CY)**, shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, finishing, hauling, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 15 – Construct 4"-Thick Asphalt Concrete Overlay Type C2-PG 64-10

The work in this section shall include all labor, materials, and equipment required to complete all asphalt concrete paving work as follows.

- C2-PG 64-10 – Depth as indicated on the plans.

This bid item includes the placement of asphalt concrete (AC) Overlay course to a minimum depth of 4 inches in (2) 2 inch lifts as shown on the project plans.

Work shall conform to Sections 203-6 of the Standard Specifications for Public Works Construction, these Specifications and as directed by the Engineer.

The Contractor shall submit to the City Engineer a written Construction Plan for the project that include; street sweeping equipment, paving equipment and speed, finish roller type, number of passes required, amplitude and period of roller vibration (if used) and truck haul route.

Pneumatic rollers shall not be used. Placement of asphalt concrete shall be installed with a 3 or 5-ton tandem roller. Either vibratory or static will be determined by the City Engineer.

All asphalt concrete work shall be performed in accordance with Subsection 302-5 "Asphalt Concrete Pavement" of the Standard Specifications for Public Works Construction and these Specifications.

Prior to the placement of asphalt concrete, Contractor shall clean up milled surface by sweeping or washing before any overlay pavement takes place. Otherwise the dirt and dust will decrease the bond between the new overlay and the existing pavement. When sweeping, more than one pass is needed to remove all the dirt and dust. If the milled surface is washed, the pavement must be allowed to dry prior to pavement. All debris, dirt, and gravel from the surface should be removed and a **tack coat of grade SS-1H** emulsified asphalt conforming to the provision in Subsection 203-3 "Emulsified Asphalt" of the Standard Specifications of Public Works Construction shall be uniformly applied to all existing pavement surfaces and contact surface edges.

A Certificate of Compliance shall be required from the supplier of the asphalt concrete and delivered to the Engineer not less than Ten (10) working days prior to any scheduled asphalt concrete work. Asphalt concrete shall be placed, compacted to 95% relative density.

The field density of compacted Asphalt Concrete (AC) pavement shall be determined by a nuclear asphalt testing device, tested and calibrated in conformance with California Test 375, in the field designed to measure the density of pavement of the thickness being constructed. All test sections (and any such areas where cores are taken for calibration) shall have compactions consistently in excess of 95% based on the nuclear gauge.

Mix designs submitted for review shall have been performed within Fifteen (15) days from Award of Contract. At the beginning of the paving operation, Contractor shall cooperate with City Engineer and establish a rolling pattern to obtain acceptable density in the compacted asphalt concrete surface. Once the rolling pattern is established, Contractor shall follow this pattern unless otherwise directed by the Engineer.

Tack Coat (Not a Bid Item)

Asphalt emulsion binder shall comply with Section 302-5.8, "Tack Coat, of Standard Specification for Public Works Construction and these Specifications, and as directed by the Engineer.
When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. Asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, and gutters, and construction joints against which asphalt concrete material is to be placed, to pavement to be surfaced and to other surfaces designated in the specifications or as directed by the City Engineer.

The overlay shall not be placed until the binder has cured to the point where it is tacky to the touch and as directed by the Engineer. Asphalt emulsion binder shall be applied so far in advance of placing the surfacing as permitted by the City Engineer. Immediately in advance of placing the overlay, additional asphalt emulsion binder shall be applied as directed by the Engineer to areas where the asphalt emulsion binder has been damaged, and loose or extraneous material shall be removed, and additional compensation will not be allowed.

The area to which asphalt emulsion binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of the construction.

A tack coat shall be applied to all concrete or gutter surfaces that will be in contact with the asphalt surfacing. The tack coat shall consist of PG-64-10 paving asphalt. It shall be furnished and applied in accordance with the requirements of Section 203, and 302-5 of the SSPWC.

Apply tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joins of AC patching and PCC surfaces and edges against which AC is to be placed. The surface to be covered shall be thoroughly cleaned of all dirt and loose materials prior to application of the asphalt binder.

The contract unit price paid for "Asphalt Concrete Pavement," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing asphalt concrete overlay complete in place as shown on the project plans found and as specified in these specifications.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

Payment for asphalt emulsion binder (Tack Coat) and preparation for overlay shall be included in the contract unit price paid for Asphalt concrete pavement.

Payment for **Construct 4"-Thick Asphalt Concrete Overlay Type C2-PG 64-10** will be measured and paid by the **Ton (TON)** actually placed accompanied by weight certificates which shall be furnished by the Contractor to the Engineer at the job site upon delivery of the material. Certificates shall be a legible copy of a licensed weigh master's certificate showing gross tare, and net weight of each truckload of asphalt concrete. Measurement shall conform to Section 7-1 of Standard Specifications of Public Works Construction.

Bid Item No. 16 – Construct Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to place concrete curb ramp and a full depth of asphalt concrete pavement at a section excavated for placement of a new curb ramp including adjacent sidewalk, curb and gutter, planting area, base, sub-base, and adjacent AC work complete in place for the project. Concrete curb ramp shall conform to the provisions of Section 201-1 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction.

Concrete curb ramp shall be constructed per Standard Plan 111-5 of SPPWC and case and type as shown on the project drawings and per City Engineer's direction.

The contractor may be required to construct a curb behind the curb ramp. The cost of curb behind curb ramps shall be included in the cost of construction of a new curb ramp, and no further

compensation will be allowed.

Concrete shall be Class 520-C-2500 as specified in Section 201-1.3.3 of the Standard Specifications for Public Works Construction. Contractor shall construct four-inch (4") thick PCC curb ramp over the native soil compacted to a minimum of 95 % relative compaction. This item includes construction of adjacent curb, gutter and sidewalk for the placement of a new curb ramp in accordance with Sections 303-5 of the Standard Specifications for Public Works Construction and these Specifications.

Concrete curb ramp shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing surfaces to join shall be sawcut on a neat, straight line at the join location. **The Contractor shall remove and replace any new concrete work with graffiti markings, tie marks, shoe marks, and blemishes at no additional cost to the City**.

The new curb ramp to join the existing concrete cross gutter shall be doweled with No. 5 bars of 18-inch in length to existing gutter spandrel on grade. The contractor shall drill holes on the edge of concrete spandrel with 12" spacing on center and install High Strength Epoxy Tie Adhesive bars in the holes.

Truncated, detectable warning surface shall be yellow and 4' wide and 3' long minimum. A sample of material shall be approved by the City Engineer prior to installation. Provision and installation of truncated detectable warning surface is a part of curb ramp construction and no further compensation will be allowed.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction.

During construction of curb ramp, convenient temporary approaches to crossings or intersecting the street shall be provided and kept in good condition. The temporary access shall not be closed until the replacement curb ramp are usable.

Payment for concrete curb ramp shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for constructing a two-foot-wide AC or PCC pavement strip along the curb and gutter for forming purposes and payment for a 4"-thick compacted crushed miscellaneous base (CMB) to be placed under the curb and gutter shall be included in this bid item of work, and no additional compensation will be allowed.

Payment for **Construct Concrete Curb Ramp** shall be paid for at the contract unit price per **Each (EA),** and shall include full compensation for furnishing all labor, materials, tools, equipment, truncated detectable warning surface, backfilling, grading, compacting, forming, pouring, finishing, curing, hauling, proper disposing, temporary ramp and incidentals for doing all the work involved complete in place, and no additional compensation will be allowed.

Bid Item No. 17 Construct Mow Curb

This Bid Item shall include all labor, material and equipment required to place mow curb for the project. Mow Curb shall conform to the provisions of Section 201-1 of the Standard Specifications and shall be placed in accordance with Section 303-5 of the Standard Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.3.3 of the Standard Specifications for Public Works Construction.

Mow Curb shall be constructed to the line, grades and design shown on the plans or as ordered by the Engineer.

Concrete mow curb shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing mow curb to be joined shall be sawcut on a neat, straight line at the join location. **The Contractor shall remove and replace any new concrete work with graffiti markings, tie marks, shoe marks, and blemishes at no additional cost to the City**.

Payment for constructing a two-foot-wide AC or PCC pavement strip along the mow curb for forming purposes shall be included in this bid item of work, and no additional compensation will be allowed.

Payment for Mow curb shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications.

Payment to **Construct Mow Curb** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, grading, compacting, forming, pouring, finishing, hauling, disposing, backfilling, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefore.

Bid Item No. 18 Provide, Place and Compact 4" Decomposed Granite

Decomposed granite material shall be granular in texture, contain no clay particles, and natural tan in color. A sample shall be approved by the City Inspector prior to delivery of material to the project site; any material not specifically approved may be rejected and must be removed from the site and replaced with acceptable material at the Contractor's expense.

For decomposed granite installation, remove existing site soil to a depth of 4¾ inches below the top of curb, per Detail 5 on Sheet 3 of the contract drawings. Compact the native subsoil to a minimum dry density of 90%, remove rocks, clods, roots, and all undesirable materials, and smooth the surface.

Using two 2" thick lifts for a total thickness of 4", lay decomposed granite material, smooth and roll or otherwise compact each lift to minimum 85% dry density. Slope or crown finish surface 2% to drain toward adjacent rock swale or landscape areas. Finish surface to be 3/4" below adjacent top of curb.

Install the decomposed granite in accordance with the manufacturer's details and specifications after a sample has been submitted and approved by the City. Stake in place using stakes made by the same manufacturer as the edging material, of spacing and depth detailed and recommended by the manufacturer. Edging shall be part of this bid item and no other compensation shall be allowed therefor.

Payment for Provide, Place and Compact 4" Decomposed Granite shall be paid per **Cubic Yard** for decomposed granite as shown on the Contract Drawings. The price paid per square foot for furnishing and placing decomposed granite shall include full compensation for providing, placing, and compacting decomposed granite material as shown on the Contract Drawings and to the satisfaction of the City Inspector. The price paid per linear foot for furnishing and placing aluminum edging shall include full compensation for providing and placing aluminum edging according to the manufacturer's specifications and details, and to the satisfaction of the City Inspector.

Bid Item No. 19– Provide and Place 18"-Thick Top Soil

Installation of Top Soil shall be as shown on the Contract Drawings and shall conform to the provisions of Section 800-1.1.2 of the Standard Specifications and the Plans made part of these Specifications.

Payment for Provide and Place 18"-Thick Top Soil shall be paid for at the contract unit price per **Cubic Yard (CY)** and shall be considered full compensation for furnishing all labor, materials tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the work and as shown on the plans and as required by the Project.

Bid Item No.20 – Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link Fence System

This Bid Item shall include all labor, material and equipment required to construct a Black Vinyl Coated Galvanized Chain Link fence as indicated on Plans. Black Vinyl Coated Galvanized Chain Link fence system shall conform to the requirements of Section 304-3 of the Standard Specifications and details on sheet C-3. Refer to Section 206-6 for materials specifications. Black Vinyl Coated Galvanized Chain Link fence and gates shall be constructed per SPPWC 600-3 and contract plans detail on sheet C-3.

Fence is to be 6' in height with top rail and no barbed wire.

Payment for Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link Fence System shall be paid at the contract unit price per **Linear Feet (LF),** and shall include full compensation for Installing all labor, poles, hardware, materials, tools, equipment, hauling, forming, finishing, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No.21 – Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link 8' Wide Double Gates

This Bid Item shall include all labor, material and equipment required to construct a Black Vinyl Coated Galvanized Chain Link Double Gate as indicated on Plans. Black Vinyl Coated Galvanized Chain Link Double Gate shall conform to the requirements of Section 304-3 of the Standard Specifications. Refer to Section 206-6 for materials specifications. Black Vinyl Coated Galvanized Chain Link Double Gate shall be constructed per SPPWC 600-3.

Gates are to be 6' in height and double swinging gates. Width as shown and specified on contract plans.

Payment for Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link 8' Wide Double Gates shall be paid at the contract unit price per **Each (EA),** and shall include full compensation for Installing all labor, materials, post, hardware, tools, equipment, hauling, forming, finishing, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 22 – Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link Single Gate

This Bid Item shall include all labor, material and equipment required to construct Black Vinyl Coated Galvanized Chain Link Single Gate as indicated on Plans. Black Vinyl Coated Galvanized Chain Link Single Gate shall conform to the requirements of Section 304-3 of the Standard Specifications. Refer to Section 206-6 for materials specifications. Black Vinyl Coated Galvanized Chain Link Single Gate shall be constructed per contract plans on sheet C-3

Gates are to be 6' in height and 4' wide as specified per contract plan on sheet C-3.

Payment for Furnish and Install 6' High Black Vinyl Coated Galvanized Chain Link Single Gate shall be paid at the contract unit price per **Each (EA),** and shall include full compensation for Installing all labor, materials, post, hardware, tools, equipment, hauling, forming, finishing, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 23 – Construct 18" Raised Planter Curb

This Bid Item shall include all labor, material and equipment required to place concrete raised curb for the project. Concrete raised curb shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.3.3 of the Standard Specifications for Public Works Construction.

Concrete raised curb shall be constructed to the line, grades and design shown on the plans or as ordered by the Engineer. Existing curb to be joined shall be sawcut on a neat, straight line at the

join location. **The Contractor shall remove and replace any new concrete work with graffiti markings, tie marks, shoe marks, and blemishes at no additional cost to the City**.

Payment for Planter Curb shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications.

Payment for **Construct 18" Raised Planter Curb** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, grading, compacting, forming, pouring, finishing, hauling, disposing, backfilling, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefore.

Bid Item No. 24 – Furnish and Install New Hose Bibb

This Bid Item shall include all labor, material and equipment required to place and installing new Hose Bibb in the project. Hose Bibb shall be Stern Williams Surface Mount 7000-32 Pedestal Hose Bibb or approved equal. Contractor shall provide 1" diameter Schedule 80 P.V.C. piping or approved equal and connections into existing main water source and locate on site main water line source. Concrete Pad shall be 4" in thickness per manufacturer specs and shall have an area of 3'X3'

Payment for Furnish and Install New Hose Bibb shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, construction of concrete pad, piping and connections to existing main water source, materials, tools, equipment, grading, compacting, forming, pouring, finishing, hauling, disposing, backfilling, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefore.

Bid Item No. 25 – Furnish and Install 6' Long Precast Concrete Wheel Stops

This Bid Item shall include all labor, material and equipment required to place and install 6' long Precast Concrete Wheel Stops in the project. The wheel stops and other related materials shall details as indicated in the drawings.

Payment for Furnish and Install 6' Long Precast Concrete Wheel Stops shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, grading, compacting, forming, pouring, finishing, hauling, disposing, backfilling, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefore.

Bid Item No. 26 – Furnish and Install 4' W x 8' L X 2'H Planter Box

This Bid Item shall include all labor, material and equipment required to place and provide planter boxes. Planter Boxes shall have dimensions 4' W x 8' L X 2'H and made of redwood and approved by the City.

Payment for Furnish and Install 4' W x 8' L X 2'H Planter Box shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, grading, compacting, forming, pouring, finishing, hauling, disposing, backfilling, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefore.

Bid Item No. 27 – Traffic Striping and Markings Including Accessible Parking Stall

Traffic Striping and Markings Including Accessible Parking Stall as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 82, 84 and 85 (CALTRANS) and also as modified below.

Traffic stripes, pavement markings, shall conform to the California Department of Transportation Standard Specifications: **Section 84-2 Traffic Stripes and Pavement Markings, latest edition.**

When indicated in the drawings, provide all required labor, materials, tools and equipment to stripe the parking lot including accessible parking, install traffic legends, according to Drawings.

For existing striping or markings shown to be replaced outside of new pavement area and on existing concrete surface, Contractor shall remove by wet sandblasting only all existing striping/legends/markings. Raised dots and markings shall be removed by grinding.

Prior to project grinding and removal work, Contractor shall video all existing markings, painting and pavement devices for use in carrying out this Bid Item.

Raised pavement markers other than blue hydrant markers shall conform to the California Department of Transportation Standard Specifications Section 81, current edition, and shall be of type as called for on the plans.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City of Montebello.

Painted and raised pavement marker removal shall conform to Section 81 of the Caltrans Standard Specifications, current edition. All residue remaining as a part of the removal operations shall be removed from the site.

Layout shall be approved, in writing, by the Engineer or his representative prior to placing Thermoplastic, curb painting and markings.

Thermoplastic Pavement striping and markings are per Caltrans Standard Plans.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied to the pavement surface, painting of red curb and the installation of raised pavement markers. Materials and installation for painted and raised pavement markers shall conform to Section 84 and 85 of Caltrans Standard Specifications, current edition.

The Contractor shall provide cat tracking for the centerline and lane lines the same day, following paving operations. Reflectorized "slurry tabs" may be used in lieu of painted cat tracking.

Payment for Traffic Striping and Markings Including Accessible Parking Stall shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing all labor, materials (including adhesives, glass beads, and paint), tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of pavement striping, raised reflective pavement markers, painting curbs, blue markers, including removal and installation of traffic signs and posts as indicated, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words , as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 28 – Furnish and Install New Sign and Post

This Bid Item shall include all labor, material and equipment required to install new sign and post. New signs shall be installed using metal posts set at a minimum of 30-inch depth minimum 12-inch square PCC, except as specified otherwise, the metal post shall be "kick-punch." The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have a graffiti film coating.

The date of installation of a sign is to be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Compton" should also be embossed on the back of the sign.

No signs will be allowed 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 anytime.

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.

All new signs and posts shall be anti-graffiti coated.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

Payment for Furnish and Install New Sign and Post 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, footing properly storing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for accomplishing the work complete and in place and no additional compensation will be allowed.

Bid Item No. 29 – Furnish and Install Public Improvement Project Signs

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City of Montebello for approval prior to fabrication. The sign is illustrated in Appendix "C".

Size: 6 feet by 4 feet with a 7 feet clearance above ground level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 11 feet posts.

Mounting Brackets: Mounting brackets shall be mounted using 2 1/2 inch bolts with washers on each post. Install one bracket each a distance of 16" from the top and bottom of the sign.

Background: 3M Diamond Grade VIP, International Orange, Engineering Grade or approved equal

Lettering: Silkscreen enamels, Helvetica medium. (6" High).

Sign Placement:
A) Per State of California Manual of Traffic Controls section 5-02.4, except as indicated heron.
B) Sign shall be visible for minimum of 500 feet.
C) All signs shall be placed on the side of the street facing the direction of traffic.
D) Where a road is to be completely closed, signs should be placed at the intersections which precede the closure. A sign should be placed facing each direction of traffic approaching the proposed closure area.
E) The sign will be moved by the Contractor per the AGENCY'S schedule.

Duration: The signs shall be placed a minimum of two weeks prior to start of work.

Disposition: After the Notice of Completion is issued, the signs shall become the property of the AGENCY, and the Contractor shall deliver the signs to the Public Works Facility at no expense to the AGENCY.

Payment for **Furnish and Install Public Improvement Project Signs** shall be based on **Each (EA)** Unit Price and shall include full compensation for all labor, materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project and filling the ground 2" holes in kind.

Bid Item No. 30 – Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or a Civil Engineer duly licensed to perform land surveying.

It is the Contractor's responsibility to Re-establish Survey Monuments and Centerline ties as disturbed in the field and shall conform to Standard Specification for Public Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies thereof filed with the City of Montebello Engineer and the County Surveyor. This work will include all reestablishment of all monuments that are disturbed through the course of completing this project.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets. A copy of each corner record shall be provided to the City of Montebello after filing with the County.

Construction Staking consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Staking shall conform to the Standard Specification Section 3-10. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City of Montebello-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Control for construction of reinforcing steel, concrete work, and structural steel work.
7. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.

The City of Montebello reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City of Montebello exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City of Montebello prior to beginning work that requires their use.

Prior to completion of Project and when requested by the City of Montebello, Contractor shall submit a copy of project drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file “Record of Survey Map”. The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses. Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to the City of Montebello any temporary control points as necessary due to construction activity. The Contractor shall notify the City of Montebello of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City of Montebello's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City of Montebello. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City of Montebello. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Surveyor/Engineer retained by the Contractor until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City of Montebello. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the Caltrans Survey Manual. Contractor shall set finish grades at a maximum of 25-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be Contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to the City of Montebello loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to the City of Montebello.

Payment for **Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties** shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no additional compensation will be allowed therefor. Contractor shall submit electronic files of surveys conducted for Progress Payments with each Pay Request.

Bid Item No. 31 – Provide Material Testing Services as Directed by the Engineer - Allowance

This Contract provides an allowance of up to $4,000 (includes actual cost plus 15% overhead of Contractor) for a geotechnical and soil compaction testing, concrete testing and AC density test (field work, office work and AC batch plant inspection). The Testing/Geotechnical Engineering Firm shall be headed by a California Registered Geotechnical Engineer and shall be approved by the City of Montebello prior to start of soil and pavement testing tasks.

All required AC and Soil tests shall be performed per City requests. All such work required by the City of Montebello will be paid by the City to the Contractor on the submittal and approval of invoices of the firm retained by the Contractor plus 15% charge for Contractor supervisorial costs.

APPENDIX “A”

LIST OF STANDARD PLANS AND HOSE BIBBS SPECIFICATIONS

CITY OF MONTEBELLO

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

LIST OF STANDARD PLANS

Plan No.	Description
Standard Plans for Public Works Construction:	
SPPWC 111-5	Curb Ramp
SPPWC 112-2	Curb and Sidewalk Joints
SPPWC 113-2	Sidewalk and Driveway Replacement
SPPWC 120-3	Curb and Gutter

STERN-WILLIAMS

NSF/ANSI/CAN 61: Q≤1 (AB100) Compliant

MODEL 7000 & 7100 PEDESTAL JUG FILLERS AND HOSE BIBBS

Access water wherever you need it with Stern-Williams' collection of jug fillers, hose bibbs, and foot sprays on mid-height pedestals. The deep, rich Sky Blue color and scratch resistant finish make these an excellent choice for resorts, playgrounds and recreational areas.

Model 7000 is surface mounted fountains with mounting plate welded to pedestal. Model 7000-MWL is also available as a wall-mounted model.

Model 7100 is a 14" in-grounded bury with welded supports to be poured in 4" concrete slab.



FEATURES

- All steel heavy-duty construction with welded and ground joints for a clean and tidy appearance
- Stainless Steel (-SS) bodies available for harsh coastal environments
- Vandal resistant access plates for security and simple future maintenance
- Self closing, chrome plated lever handle (-31) or hose bibb (-32) with a flow rate of 6 GPM
- Anchor installed mounting plate comes standard, ground installed mounting plate (SMP-6) available as an option for installation assistance
- All flow paths are lead-free with reinforced stainless-steel tubing that complies with NSF/ANSI/CAN 61: Q≤1 (AB100) standards
- In-line mesh screen Y strainer.
- ½" Inlet stop valve for simple future maintenance.
- Standard Sky Blue finish with optional colors available
- Custom color orders are non-cancellable and non-returnable

BLUE -BL	GREEN -GR	ORANGE -OR	RED -RD	YELLOW -YL	SILVER -SV	WHITE -WH	BRONZE -BZ	SAND -SD	BLACK -BK	CHROME CLEAR -CC

(Shown above) Model 7000-36

13920 Cypress Lane Grandview, MO 64030 | 800-323-2359 | sternwilliams.com

STERN-WILLIAMS

ORDERING OPTIONS

Part Number

7000-

Optional

- ☐ **SS:** Stainless steel body upgrade
- ☐ **31:** Chrome Plated Self-closing Jug Filler
- ☐ **32:** RCP Compression Type, Hose Bibb with VB
- ☐ **32-LK:** RCP Compression Type, Hose Bibb with VP and Loose Key
- ☐ **32-VP:** Key operated cover
- ☐ **34:** Frost Proof Jug Filler
- ☐ **35-VP:** Recessed Lock Box with Key Operated Cover
- ☐ **36:** Push Button Jug Filler
- ☐ **SMP-6:** Surface Mounting Plate

7100-

Optional

- ☐ **SS:** Stainless steel body upgrade
- ☐ **31:** Chrome Plated Self-closing Jug Filler
- ☐ **32:** RCP Compression Type, Hose Bibb with VB
- ☐ **32-LK:** RCP Compression Type, Hose Bibb with VP and Loose Key
- ☐ **32-VP:** Key operated cover
- ☐ **35-VP:** Recessed Lock Box with Key Operated Cover
- ☐ **36:** Push Button Jug Filler
- ☐ **SMP-6:** Surface Mounting Plate

*A maximum of 3 options may be added to a fountain.

DIMENSIONS

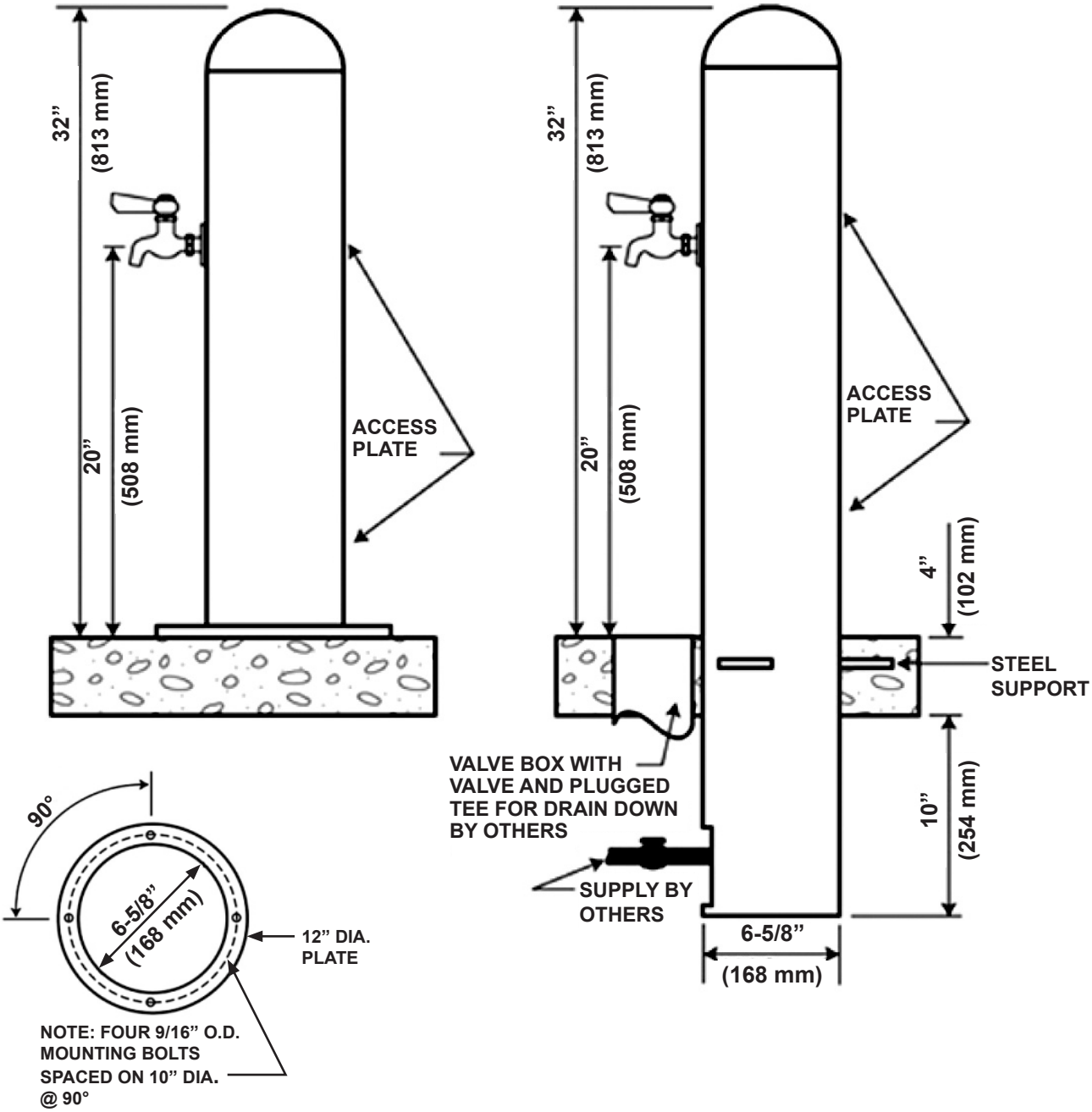
All dimensions subject to manufacturing variance of plus or minus 1/4″ (6 mm)

7000-31	32″H x 6-5/8″Dia
7000-34	32″H x 6-5/8″Dia
7000-36	32”H x 6-5/8” Dia
7000-36-MWL	8”H x 8”W
7100-31	46″H x 6-5/8″Dia
7100-36	46”H x 6-5/8” DIa

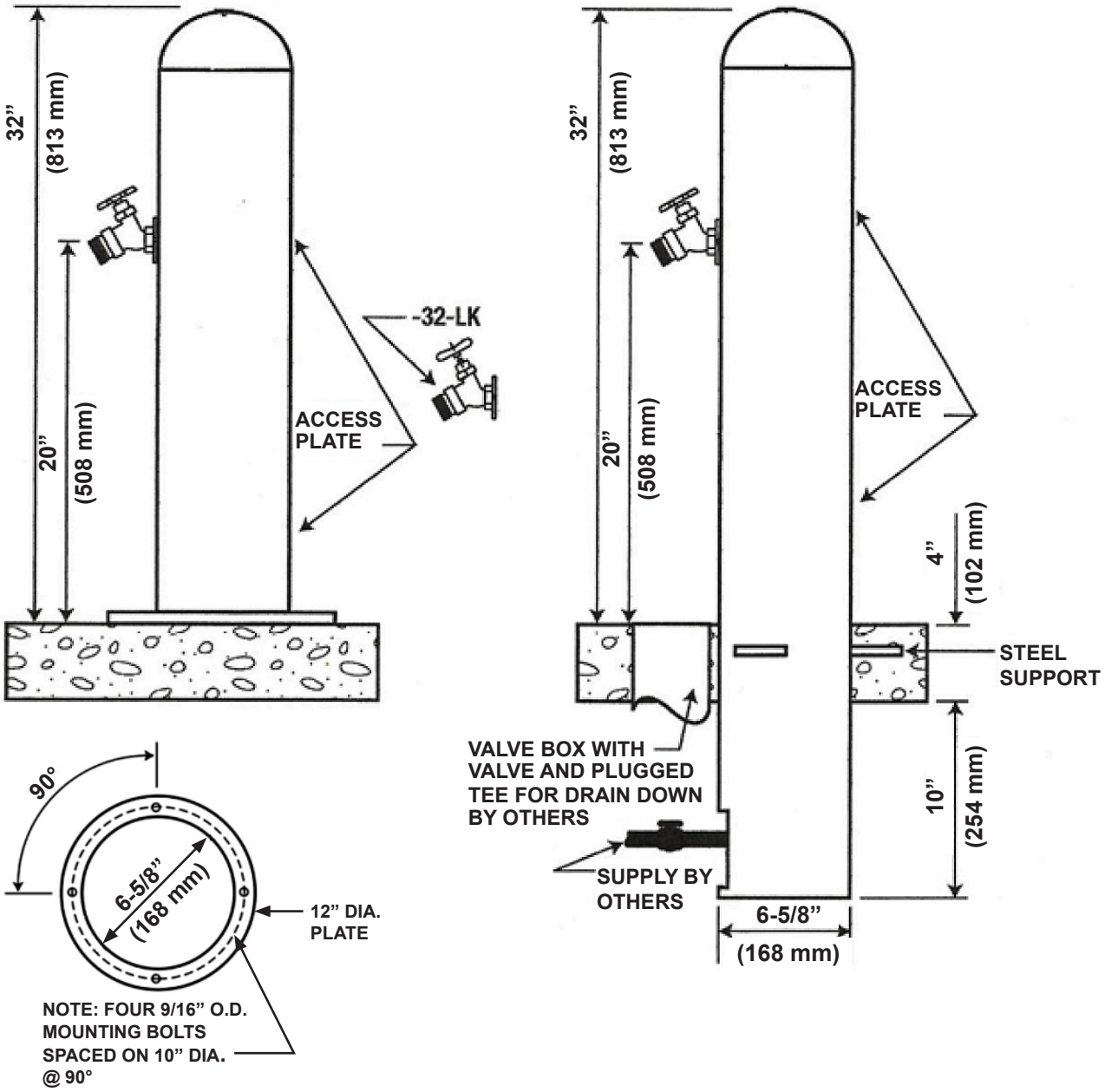
SPEC

Furnish and install Stern-Williams Single Pedestal Jug Filler (specify model # and options). Jug fillers shall be carbon steel or 304 stainless steel and a powder coated finish. Welded anchor base shall be 1/2” thick. Jug filler shall include a self closing, chrome plated, lever handle or hose bibb with a flow rate of 6 GPM. Jug fillers shall be installed per manufacturers recommendations and instructions. Shower tower flow paths are lead-free with reinforced stainless-steel tubing that complies with NSF/ANSI/CAN 61: Q≤1 (AB100) standards. Made in the USA.

7000-31 & 7100-31

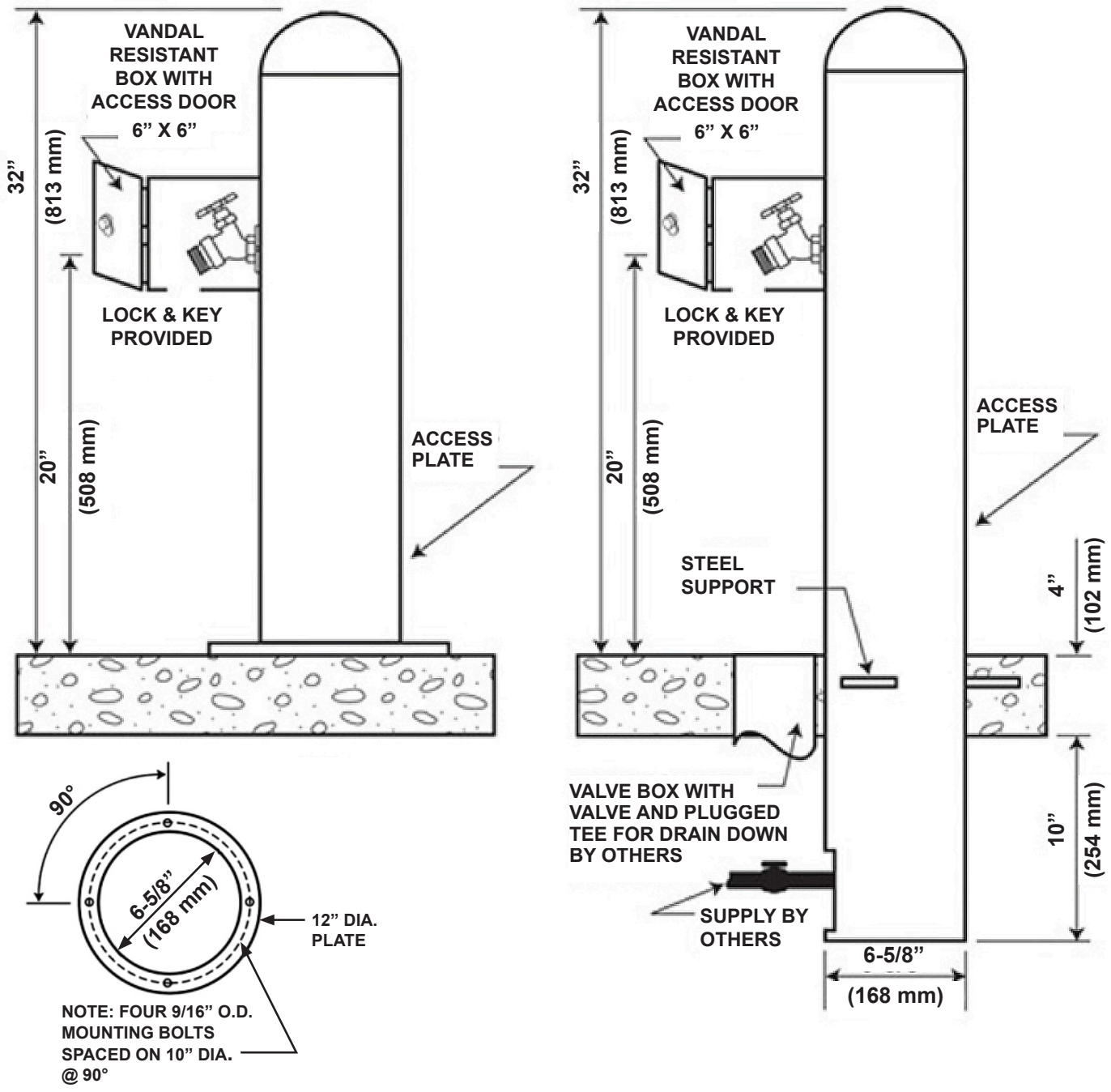


7000-32 & 7100-32

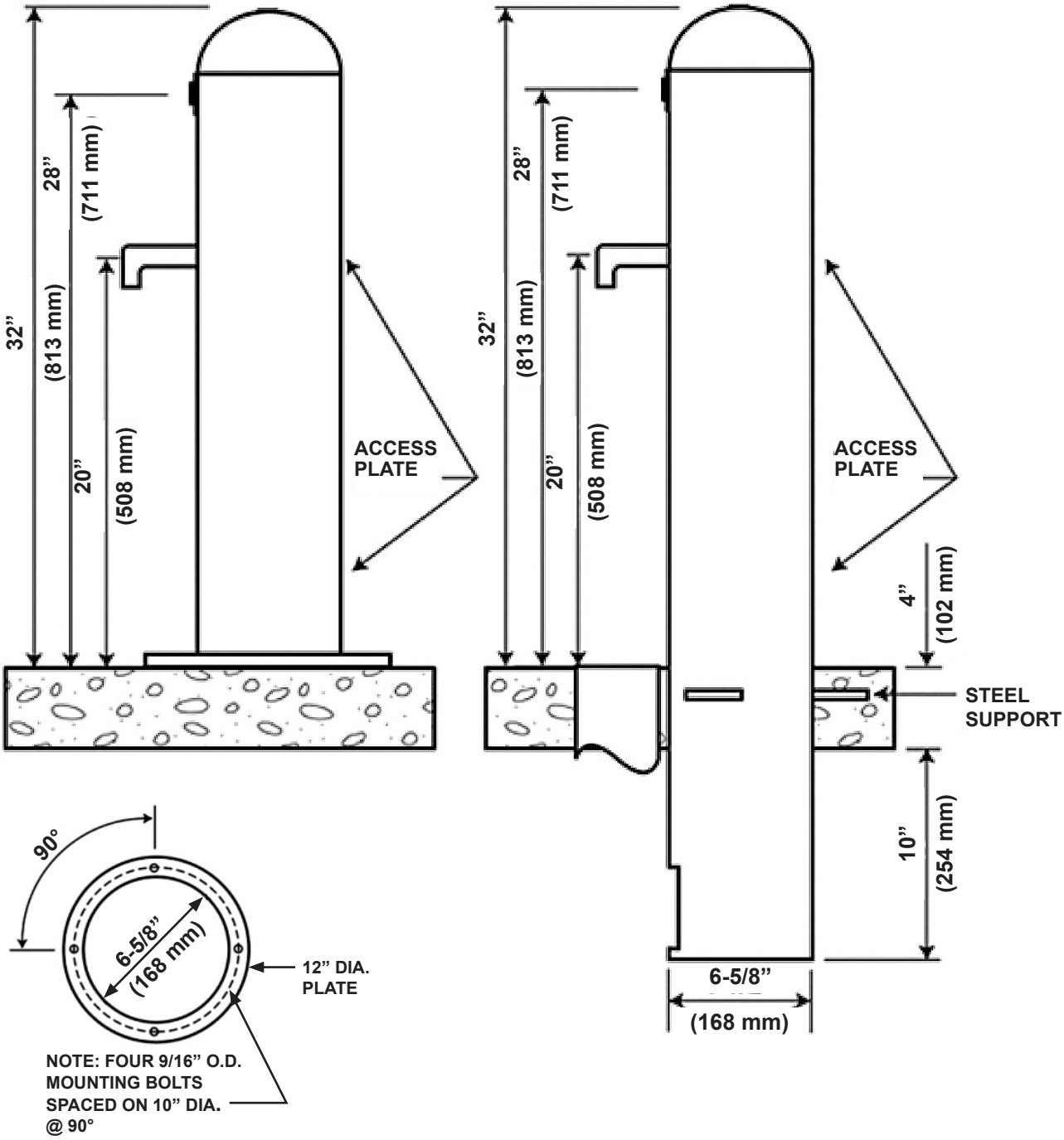


STERN-WILLIAMS

7000-32-VP & 7100-32-VP

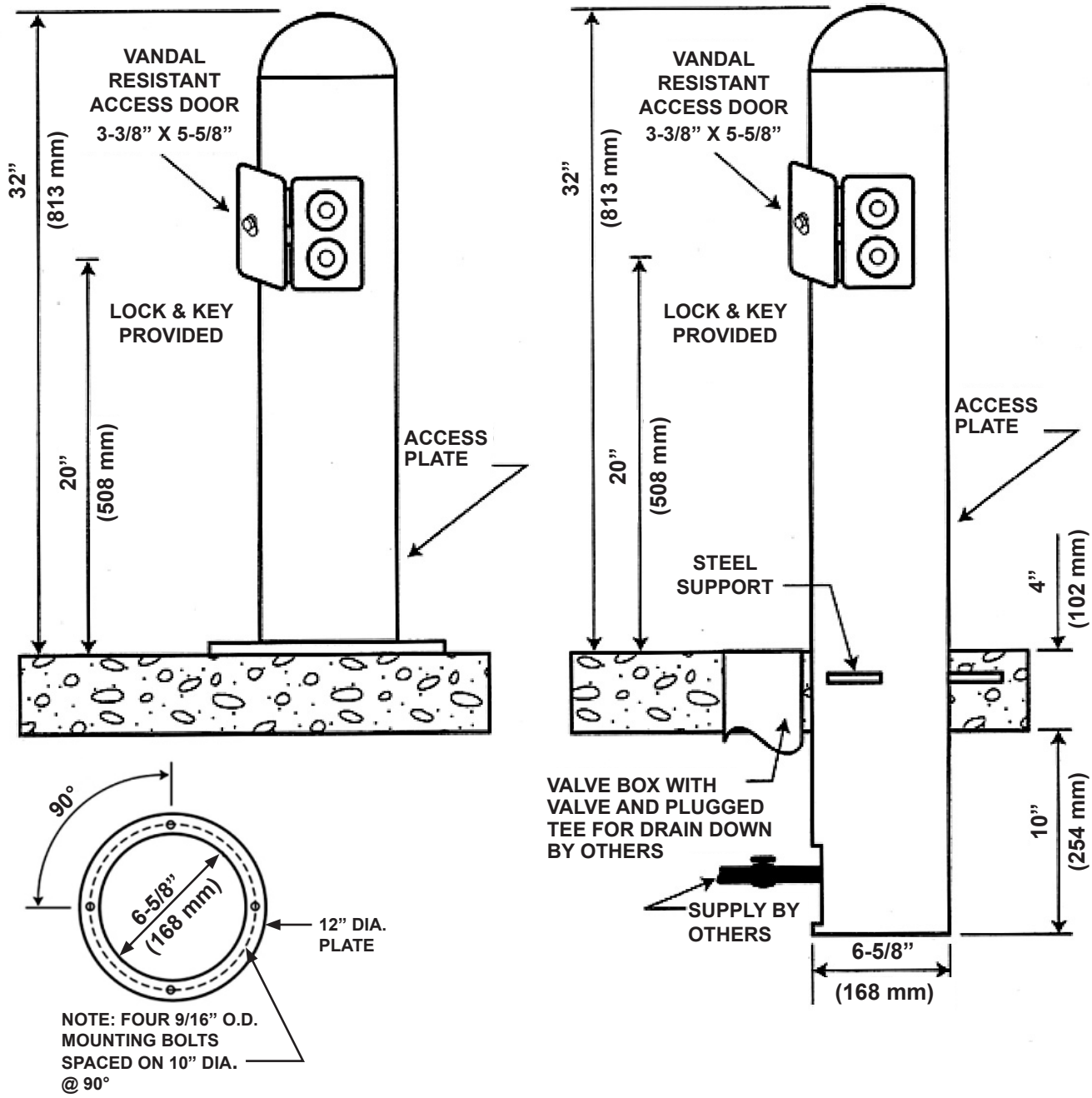


7000-34 & 7100-34



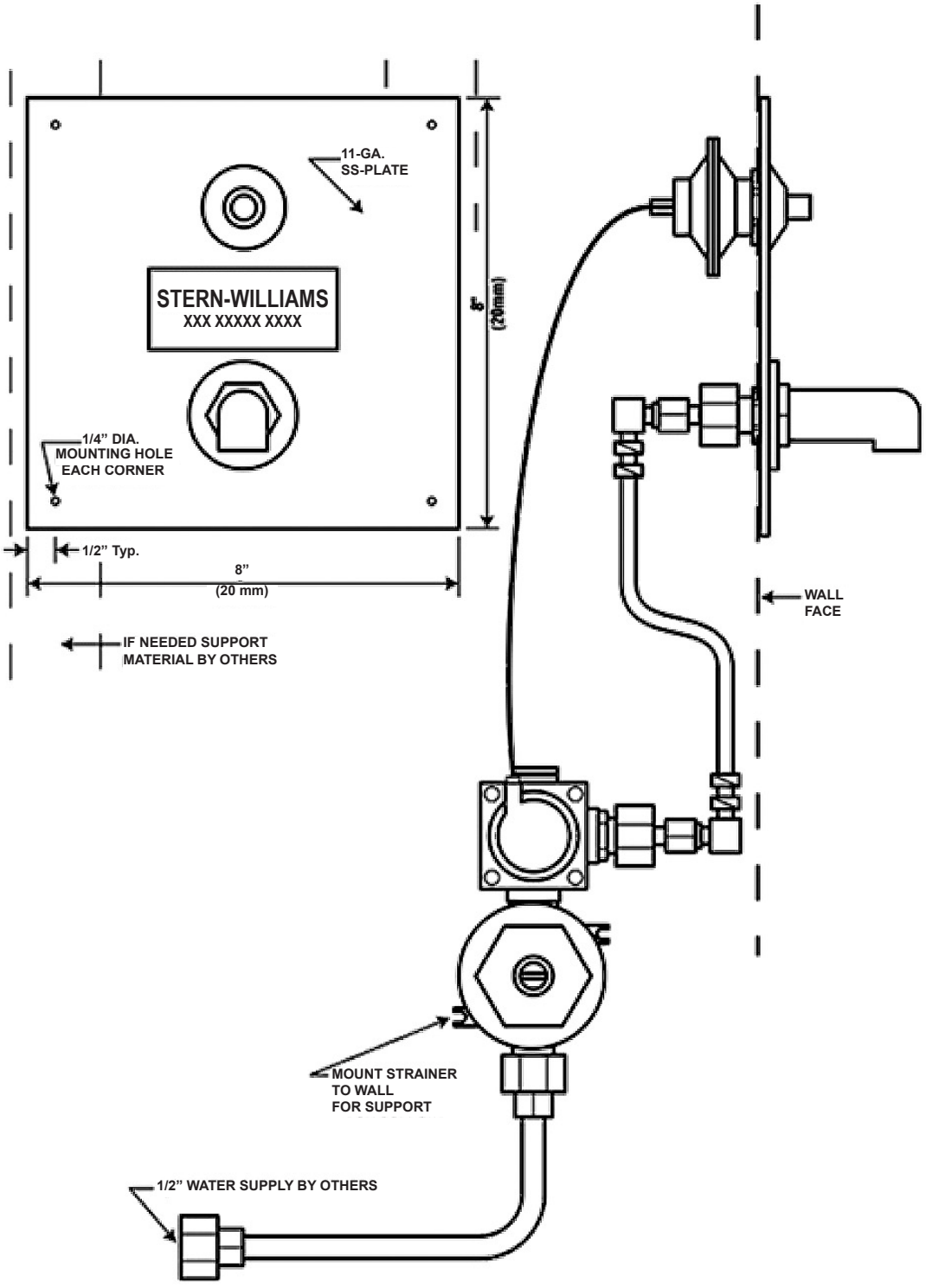
STERN-WILLIAMS

7000-35-VP & 7100-35-VP



STERN-WILLIAMS

7000-MWL-36



APPENDIX "B"

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR)
Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

Per this requirement, provide the following information:

_____

Contractor Name

_____

Contractor Department of Industrial Relations Registration Number:

_____

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “C”

PROJECT SIGN

THE FOLLOWING MINIMUM INFORMATION IS REQUIRED ON EACH SIGN POSTED FOR LANE/ROAD CLOSURE:

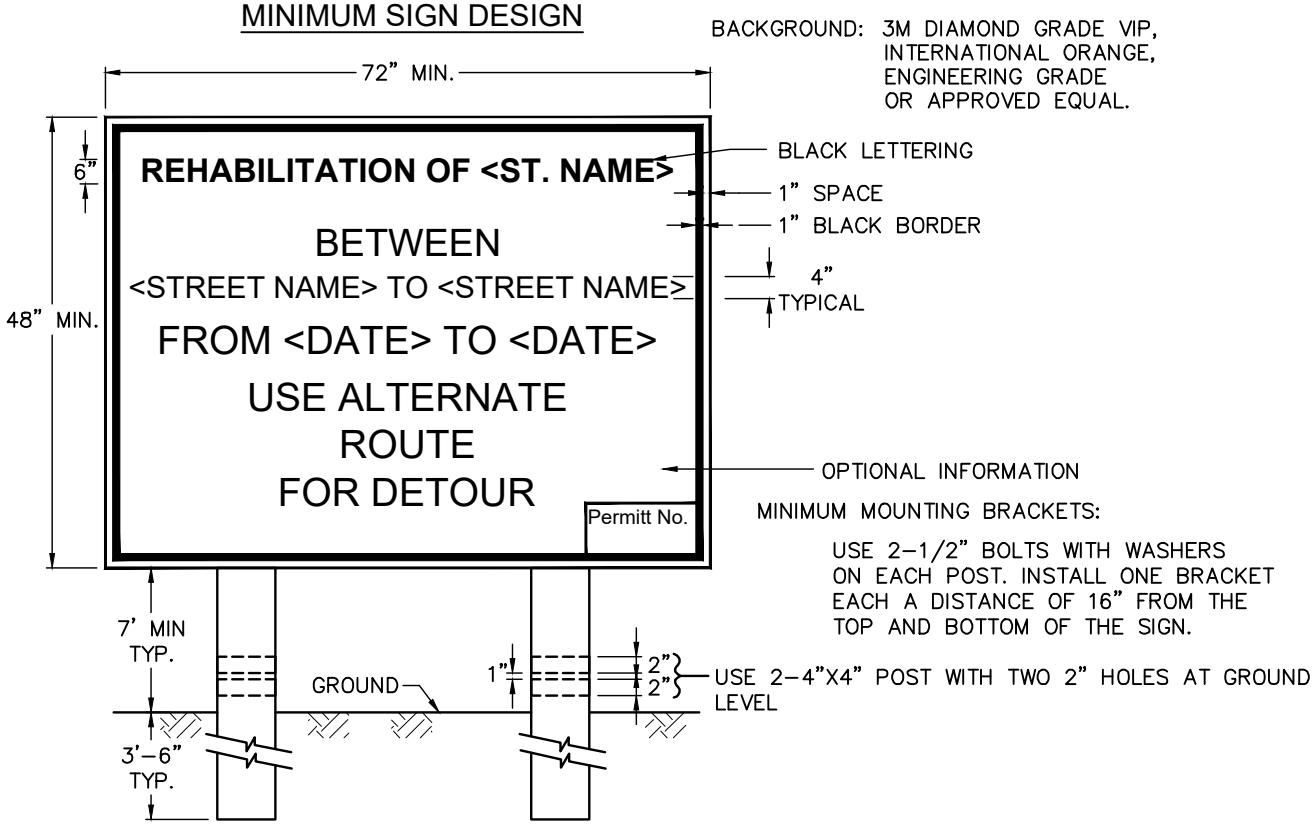
1. STREET NAME : NAME OF EACH STREET AFFECTED DURING THE ROAD CLOSURE.
2. STREET LIMITS : NAME OF EACH STREET AT THE LIMITS OF THE WORK AREA.
3. DATES : THE BEGINNING AND ENDING DATES DURING THE TIME WORK WILL BE IN PROGRESS.
4. OTHER INFORMATION : INFORMATION PERTINENT FOR PUBLIC SAFETY. I.E. ALTERNATIVE ROUTING.
5. SIGN PLACEMENT : A) PER STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS SECTION 5-02.4, EXCEPT AS INDICATED HEREON.

B) SIGN SHALL BE VISIBLE FOR A MINIMUM OF 500 FEET.

C) ALL SIGNS SHALL BE PLACED ON THE SIDE OF THE STREET FACING THE DIRECTION OF TRAFFIC.

D) WHERE A ROAD IS TO BE COMPLETELY CLOSED, SIGNS SHOULD BE PLACED AT THE INTERSECTIONS WHICH PRECEDE THE CLOSURE. A SIGN SHALL BE PLACED FACING EACH DIRECTION OF TRAFFIC APPROACHING THE PROPOSED CLOSURE AREA.

MINIMUM SIGN DESIGN



APPENDIX C
SAMPLE PROJECT INFORMATION SIGN

APPENDIX “D”

PROJECT LABOR AGREEMENT NO. 4202

AGREEMENT NO. 4202 – LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
Fax (213) 483-4419

May 1, 2024

City of Montebello
Attn: Kimberly Guillen,
Administration Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Project Labor Agreement between the City of Montebello and the Los Angeles/Orange Counties Building and Trades Council

Dear Ms. Guillen,

Enclosed you will find signed fully executed Project Labor Agreement between the City of Montebello and the Los Angeles/Orange Counties Building and Trades Council.

If you should have any questions, please call me at the Council office.

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF MONTEBELLO

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF MONTEBELLO
PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and between the City of Montebello and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every applicable contract for Project Work to be awarded by the City.

ARTICLE I
DEFINITIONS

Section 1.1 "Agreement" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the City as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City 's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Montebello.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such

Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 "Master Labor Agreements" or "MLA" as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "City Project" or "Project Work" means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below, excluding those listed under Section 2.5 below.

Section 1.10 "Local small business enterprise" means that which is organized for profit; has a place of business in the US with a main office in Los Angeles County in the past 12 months; operates primarily within the US or makes significant contributions to the US economy through payment of taxes or use of American products, materials or labor; is independently owned and operated and is not dominant in its field on a national basis; has 15 or fewer employees and an average annual gross receipts of $10 million or less for the last 3 years.

Section 1.11 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2
SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation, unless specifically excluded in the definition of a Project.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade contracts that exceed $500,000 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed the Uniform Public Construction Cost Accounting Act (UPCCA) formal bidding threshold of $200,000 and all subcontracts arising from these specialty contracts. In the event of an amendment to the UPCCA resulting in an increase of the formal bidding threshold established within the law, this subsection (b) shall reflect the same;

(c) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a "Proprietary Interest" in a project. For the purposes of this Article, Proprietary Interest means: Where the City owns all or part of the project site or project to be developed, has an investment in the project site or project to be developed that exceeds two-million dollars, will receive income and/or tax increments from the project that exceeds two-million dollars, provides for financing of the project, or arranges for grants to supplement project financing.

(d) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the City, Project Labor Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees

where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Materials Testers (collectively "Inspectors") are covered crafts under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Crafts. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of a Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, City or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement;

(k) Work on the Project performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action outside of the Contractor's control;

(l) Any projects to take place on the following parcels relating to the golf course area: 5267-010-908, 5267-010-907, 5267-006-901, 5267-006-900, 5267-009-901, 5267-007-900, 5267-007-901, 5267-009-900, 5267-009-902, and 5267-009-904 (see Attachment E for Parcel Map), except for projects approved under the Park Master Plan for the golf course parcels identified herein that satisfy the thresholds set forth in Section 2.2 of this Agreement that are to take place on the parcels listed herein. The Park Master Plan for the golf course parcels

identified herein is a document intended to be approved, evaluated, and considered by the City Council at a future date; and

(m) Grant funded collaborations/ formula funded projects that conflict with this agreement; and projects that have been let out for bids before the execution of this Agreement.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 and subject to the work thresholds set forth in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the

foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local business enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder

of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

Section 3.6 To facilitate the dispatch of area residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When area residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process,

to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4
UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working 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

DocuSign Envelope ID: 607597C3-3D42-4D63-A2E2-F4DED522D6B9

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)	DocuSigned by: Michael Patterson
Boilermakers (Local 92)	DocuSigned by: Luis Miramontes
Bricklayers & Allied Craftworkers (Local 4)	DocuSigned by: Jose Aldaco
Cement Masons (Local 600)	DocuSigned by: Ricardo Gonzalez
Electricians (Local 11)	DocuSigned by:
Elevator Constructors (Local 18)	DocuSigned by: Tony Campaniza
Gunite Workers (Local 345)	DocuSigned by: Ed Ivarra (Gunite #345)
Iron Workers (Reinforced – Local 416)	DocuSigned by: Frankie Jimenez
Iron Workers (Structural – Local 433)	DocuSigned by:
District Council of Laborers	DocuSigned by: Jon Preciado
Laborers (Local 300)	DocuSigned by: SERGIO RASCON
Laborers (Local 1184)	DocuSigned by:
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Painters & Allied Trades DC 36	DocuSigned by: Ernesto Toscano
Pipe Trades (Local 250)	DocuSigned by: Ben Clayton
Pipe Trades (Local 345)	DocuSigned by: Ricardo Pina
Pipe Trades (Plumbers Local 78)	DocuSigned by: Jeremy Diaz
Pipe Trades (Sprinkler Fitters Local 709)	DocuSigned by: Todd Golden
Plasterers (Local 200)	DocuSigned by: Christian Betancourt
Plaster Tenders Local (1414)	DocuSigned by: Jose Sanchez
Roofers & Waterproofers (Local 36)	DocuSigned by: Cliff Smith
Sheet Metal Workers (Local 105)	DocuSigned by: Steve Hinsen
Teamsters (Local 986)	DocuSigned by: Caesar Borjas
Western States Regional Council of Carpenters	DocuSigned by: 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
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(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)

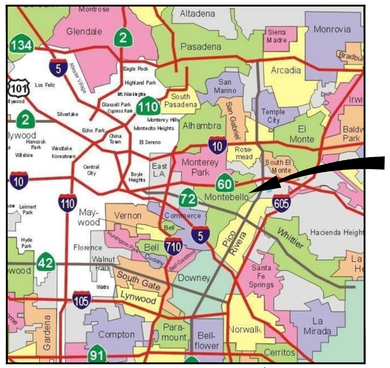
[5] Methylenedioxyamphetamine (MDA)

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.



VICINITY MAP
NOT TO SCALE

City of Montebello
Engineering Division

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT
C.P. NO. 945

INDEX OF DRAWINGS

DWG. NO.	SHEET NO.	DESCRIPTION
C-1	1 OF 5	TITLE SHEET
C-2	2 OF 5	GENERAL NOTES AND LEGEND
C-3	3 OF 5	DETAILS
C-4	4 OF 5	PRECISE GRADING AND FENCING IMPROVEMENT PLAN
C-5	5 OF 5	SIGNING & STRIPING PLAN AND DETAILS

TOTAL SHEETS = 5

SCOPE OF WORK

REPLACEMENT OF PARKING LOT, ADDITION OF COMMUNITY GARDEN, ADDITIONAL CONCRETE WALKWAY TO NEW SITE AREA, ADA PAVEMENT IMPROVEMENT FOR ACCESSIBILITY TO RESTROOM BUILDING AND REPLACEMENT OF CURB RAMP.

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY BOWMAN USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. OWNERS OF KNOWN UTILITIES AND OTHER STRUCTURES IN THE STREET RIGHT OF WAY HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, BOWMAN AND CITY OF MONTEBELLO ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR BY SIGNING THE CONSTRUCTION CONTRACT FOR THIS PROJECT ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS/HER OWN INVESTIGATION AND INSPECTION INCLUDING POTHOLING AND SUCH OTHER METHODS HE/SHE DEEMS NECESSARY TO ALLOW HIM/HER TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES AND REGULATIONS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING STREET SURVEY MONUMENTS.

UNAUTHORIZED CHANGES AND USES:

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

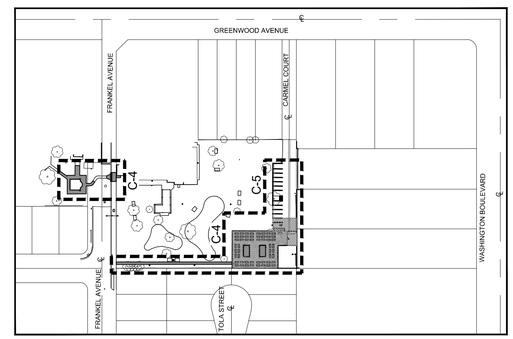
PROJECT UTILITY CONTACTS:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS ATTENTION:	MR. CESAR ROLDAN	(323) 887-1642 croldan@montebelloca.gov
AT&T ATTENTION:	MR. MARCO MACIAS	(626) 318-9039
CALIFORNIA WATER SERVICE ATTENTION:	MR. RALPH FELIX	(323) 823-5287 rfelix@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT ATTENTION:	MR. KEVIN P. HUNT	(323) 201-5500
CHARTER COMMUNICATION ATTENTION:	MR. RODNEY GRAF	(626) 807-3263 rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS ATTENTION:	MR. MAHDAD DERAKHSHANI	(626) 458-7136 mderakas@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT ATTENTION:	MS. CHRISTINE GURGA	(562) 908-4288 EXT. 1205 engineeringcounter@lacsd.org
METROPOLITAN WATER DISTRICT ATTENTION:	MR. BEN BRINKER	(909) 242-1675 msingh@mwdh2o.com
MONTEBELLO LAND & WATER ATTENTION:	MR. MARIO GARDEA	(323) 722-8654 mario@mtblw.com
SAN GABRIEL VALLEY WATER CO. ATTENTION:	MR. PAUL GARAVITO	(909) 201-7349
SOUTH MONTEBELLO IRRIGATION DISTRICT ATTENTION:	MR. JORDAN BETENCOURT	(323) 721-4735 j.betencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON NORTH OF LINCOLN AVE. ATTENTION:	MS. REGINA GONZALES	(323) 720-5298
SOUTHERN CALIFORNIA EDISON NORTH OF LINCOLN AVE. & LARGE PROJECTS ATTENTION:	MS. ELDA ALATORRE	(323) 720-5214
SOUTHERN CALIFORNIA EDISON SOUTH OF LINCOLN AVE. ATTENTION:	MS. LISSETTE ALVAREZ	(310) 608-5005 lissette.alvarez@sce.com
THE GAS COMPANY ATTENTION:	MR. CESAR ARROYO	(310) 605-4105 carroyo@sempratilities.com
CRMSON PIPELINE ATTENTION:	MR. RYAN LASSUS	(310) 669-4002 (310) 669-4024
CHEVRON ATTENTION:	MR. DAVE ZERLER	(310) 669-4014
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



LOCATION MAP
NOT TO SCALE

LEGEND:
PROJECT LOCATION
CITY LIMIT



KEY PLAN
SCALE: 1"=150'

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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

REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER — ATTAR MOUSAVI — No. 91136 — Exp. 6/30/26 — CIVIL — STATE OF CALIFORNIA

Bowman
3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J.KWOK
DRAWN BY: J.KWOK
CHECKED BY: A. MOUSAVI DATE: 01/12/26

REVIEWED BY:

CITY ENGINEER DATE

CHET HOLIFIELD PARK COMMUNITY GARDENS

TITLE SHEET

C-1

Sheet 1 of 5

440178-01-001-00012

Bowman
D:\CA-BREA-IS\Design\Montebello\440178-01-001-00012- Chet Holifield Improvements\CAD\Sheets\BC1-TIT-VA1-440178-01-001-00012 1/12/26 Shawnt Babakhanian

GENERAL NOTES:

1. ALL NOTES STATED HEREIN APPLIES TO THE PROJECT AND ALL THE SHEETS.
2. ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF MONTEBELLO, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION) AND ITS SUPPLEMENTS, CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION), THESE PLANS, THE PROJECT SPECIFICATIONS, AND ALL SAFETY REGULATIONS CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY OF MONTEBELLO OF ANY DISCREPANCIES.
4. PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES IMPACT ON THE ACCESS TO ANY DRIVEWAY AND/OR IMPACT ON FRONTAGE BUSINESSES.
5. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) (LATEST EDITION) TO THE SATISFACTION OF THE CITY OF MONTEBELLO. TRAFFIC CONTROL SHALL BE PROVIDED ALL THE TIME AND TRAFFIC CONTROL PLANS TO BE APPROVED BY THE CITY OF MONTEBELLO PRIOR TO START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLANS. HE SHALL PROVIDE 24–HOUR SERVICE TO REMOVE, INSTALL, RELOCATE AND MAINTAIN WARNING DEVICES. THE CONTRACTOR SHALL PROVIDE A PHONE NUMBER WHERE THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THIS PROJECT CAN BE REACHED 24 HOURS A DAY, SEVEN DAYS A WEEK.
8. LOCATIONS OF EXISTING SURFACE UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATION. SOME OF THE STREET RECONSTRUCTION WORK WILL BE IN CLOSE PROXIMITY OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION TO THE ACCURACY OF THE LOCATION, OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT.
9. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL NOTIFY THE CITY OF MONTEBELLO OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
10. WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
12. THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION–RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
13. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
14. IN SHOWING UTILITIES BOWMAN HAS PROVIDED INFORMATION RECEIVED FROM THE UTILITIES. IN SOME CASES, SERVICE CONNECTIONS ARE SHOWN. HOWEVER, PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE SUCH AND TO PROTECT IN PLACE.
15. BOWMAN HAS NOT OBTAINED PLANS FOR THE UNDERGROUND FACILITIES OF LOOPS, CONDUITS, ETC. NOR HAVE SUCH FACILITIES BEEN FULLY PLOTTED ON THE PLANS. THE CONTRACTOR IS ADVISED TO LOCATE THE TRAFFIC SIGNAL UNDERGROUND FACILITIES BEFORE EXCAVATION OF THE TRENCH AND PROTECT IN PLACE. CONTRACTOR SHALL CONTACT THE LOS ANGELES COUNTY'S TRAFFIC SIGNAL MAINTENANCE DEPARTMENT AND COORDINATE THE WORK.
16. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES AND UTILITIES IN PLACE UNLESS OTHERWISE NOTED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF CITY OF MONTEBELLO. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 5–7 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
18. AT NO TIME IS ANY BUSINESS OR RESIDENT TO BE WITHOUT ACCESS TO THEIR PROPERTY UNLESS OTHERWISE APPROVED BY THE CITY OF MONTEBELLO. THE CONTRACTOR SHALL RAMP OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
19. A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREET. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.
20. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.
21. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/ EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON–SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN–OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
22. ALL MANHOLES, VALVE BOXES AND SIMILAR APPURTENANT STRUCTURES SHALL BE LEFT BELOW SUBGRADE DURING PAVING AND THE CONTRACTOR SHALL RAISE SAID STRUCTURES TO FINISHED GRADE AFTER PAVING AND MAKE NECESSARY REPAIRS TO PAVEMENT.
23. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
24. CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.
25. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492–5, 1810–5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY OF MONTEBELLO AND THE COUNTY SURVEYOR.
26. ALL NECESSARY MATERIALS & COMPACTION TESTING RELATED TO STREET WORK IS TO BE ARRANGED FOR THE CITY USING A TESTING LABORATORY APPROVED BY THE CITY, PER BID ITEM.
27. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMAL INCONVENIENCE TO THE PUBLIC.
28. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE PROPOSED IMPROVEMENTS FRONTING THEIR PROPERTY PER SECTION 400–1 OF THE STANDARD SPECIFICATIONS.
29. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.

GENERAL NOTES (CONTINUED):

30. CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.
31. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVERNIGHT WITHIN PUBLIC RIGHT–OF–WAY. A TEMPORARY USE PERMIT (T.U.P.) APPLICATION MUST BE OBTAINED FROM THE CITY OF MONTEBELLO PRIOR TO STORAGE OF ANY EQUIPMENT OF MATERIALS ON PUBLIC OR PRIVATE PROPERTY WITHIN THE MONTEBELLO CITY LIMITS DURING DAY TIME.
32. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES IN ACCORDANCE WITH THE LATEST CALIFORNIA MUTCD SUPPLEMENT AND TRAFFIC CONTROL PLAN TO BE PREPARED BY CONTRACTOR AND APPROVED BY CITY.
33. THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" LICENSE ISSUED BY THE STATE OF CALIFORNIA.
34. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES 2 FULL WORKING DAYS PRIOR TO STARTING ANY WORK:

CITY ENGINEERING DIVISION	_ . . . . . _	(323) 887–1200, EXT. 469
POLICE DEPARTMENT	_ . . . . . _	(323) 887–1313
FIRE DEPARTMENT	_ . . . . . _	(323) 887–4510
PUBLIC TRANSIT	_ . . . . . _	(323) 558–1625

35. AS BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY OF MONTEBELLO.
36. **CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PVC PIPING (SCH 80) AND LOCATING NEARBY WATER LINE SOURCE THAT PROVIDES SUFFICIENT PSI PRESSURE FOR TAPPING INTO NEW HOSE BIBBS WHEN BIDDING.**

STORM WATER POLLUTION REQUIREMENT:

STORM WATER POLLUTION CONTROL REQUIREMENTS FOR STREET, SEWER AND STORM DRAIN CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) FOR CONSTRUCTION ACTIVITIES

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

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON–SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS SHALL NOT BE WASHED INTO THE DRAINAGE SYSTEM.
4. EXCESS OR WASTE CONCRETE SHALL NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
7. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

B. THE FOLLOWING BMPS AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICES HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA (LATEST EDITION), MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS).

CA40	EMPLOYEE TRAINING
EC–1	SCHEDULING
EC–2	PRESERVATION OF EXISTING VEGETATION
NS–1	WATER CONSERVATION PRACTICES
NS–3	PAVING OPERATIONS
NS–7	POTABLE WATER/IRRIGATION
NS–8	VEHICLE AND EQUIPMENT CLEANING
NS–9	VEHICLE AND EQUIPMENT FUELING
NS–10	VEHICLE AND EQUIPMENT MAINTENANCE
NS–12	CONCRETE CURING
NS–13	CONCRETE FINISHING
SE–7	STREET SWEEPING AND VACUUMING
SE–8	SAND BAG BARRIER
SE–10	STORM DRAIN INLET PROTECTION
SC–21	VEHICLE AND EQUIPMENT CLEANING
SC–20	VEHICLE AND EQUIPMENT FUELING
SC–22	VEHICLE AND EQUIPMENT REPAIRS
TC–1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC–3	ENTRANCE/OUTLET TIREWASH
WE–1	WIND EROSION CONTROL
WM–1	MATERIAL DELIVERY AND STORAGE
WM–2	MATERIAL USE
WM–3	STOCKPILE MANAGEMENT
WM–4	SPILL PREVENTION AND CONTROL
WM–5	SOLID WASTE MANAGEMENT
WM–6	HAZARDOUS WASTE MANAGEMENT
WM–7	CONTAMINATED SOIL MANAGEMENT
WM–8	CONCRETE WASTE MANAGEMENT
WM–9	SANITARY/SEPTIC WASTE MANAGEMENT

SPPWC STANDARD PLANS 2021 EDITION:

111–5	CURB RAMP
112–2	CURB AND SIDEWALK JOINTS
113–2	SIDEWALK AND DRIVEWAY REPLACEMENT
120–3	CURB AND GUTTER

LEGEND & ABBREVIATIONS

AC	–	ASPHALT CONCRETE
BCR	–	BEGINNING OF CURB RETURN
BW	–	BACK OF WALK
CAB	–	CRUSHED AGGREGATE BASE
CB	–	CATCH BASIN
CL	–	CENTER LINE
C&G	–	CURB AND GUTTER
CMB	–	CRUSHED MISCELLANEOUS BASE
DWY	–	DRIVEWAY
ECAB	–	ELECTRICAL CABINET
ECR	–	END OF CURB RETURN
EG	–	EDGE OF GUTTER
EL	–	ELEVATION
EX.	–	EXISTING
FG	–	FINISH GRADE
FD	–	FIRE DEPARTMENT
FH	–	FIRE HYDRANT
FL	–	FLOW LINE
FS	–	FINISHED SURFACE
GB	–	GRADE BREAK
GW	–	GUY WIRE
PCC	–	PORTLAND CEMENT CONCRETE
PL	–	PROPERTY LINE
PP	–	POWER POLE
RL	–	RED LIGHT
R/W	–	RIGHT–OF–WAY
STA	–	STATION
STR GR	–	STRAIGHT GRADE
TC	–	TOP OF CURB
VAR	–	VARIES
WV	–	WATER VALVE

SANITARY SEWER MANHOLE
FIRE HYDRANT
WATER METER
WATER VALVE
GAS VALVE
STREET LIGHT
POWER POLE
BOLLARD
BLOCK WALL
CITY BOUNDARY
RIGHT–OF–WAY
CHAIN LINK FENCE
WROUGHT IRON FENCE

GRADING GENERAL NOTES

1. GRADING WORK SHALL BE DONE IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE AS MOST RECENTLY ADOPTED BY THE CITY OF ANAHEIM FOR OFFSITE WORK. SEE SOILS REPORT FOR FULL SECTION RECOMMENDATION IF PROVIDED BY DISTRICT.
2. ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
3. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
4. OFFSITE DISPOSAL OF EXCAVATION MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN ITS BID. THE CONTRACTOR SHALL HOLD THE CITY OF MONTEBELLO HARMLESS AS A RESULT OF ANY CLAIMS FROM ACTIONS IN ROUTE OR AWAY FROM THE SITE.
5. WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL PROVISIONS OF THE BUILDING CODE (EXCAVATION AND FILLS).
6. FILL PLACEMENT AREAS SHALL BE INSPECTED AND APPROVED BY THE DISTRICT CONSULTANT GEOLOGIST AND SOILS ENGINEER PRIOR TO PLACEMENT OF ANY FILL.
7. FOR SITES SUSPECTED TO CONTAIN HAZARDOUS MATERIALS OR FOR THE PURPOSE OF DETERMINING APPLICABILITY OF THE HAZARDOUS WASTE CONTROL LAWS, THE CONTRACTOR/DEVELOPER PRIOR TO STARTING OF GRADING OPERATIONS SHALL FILE APPLICATIONS FOR SITE CHARACTERIZATION PERMIT WITH DEPARTMENT OF HEALTH. ALL SITE REMEDIATION IF REQUIRED SHALL CONFORM WITH ALL APPLICABLE LOCAL AND STATE REGULATORY AGENCIES AND CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS. FOR ADDITIONAL INFORMATION, PLEASE CONTACT THE FIRE PREVENTION BUREAU.
8. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 15). THE CONTRACTOR SHALL PROVIDE PROTECTIVE MEASURES AND TEMPORARY DRAINAGE FACILITIES TO PROTECT ADJOINING PROPERTIES AND THE PUBLIC RIGHT–OF–WAY FROM MUD, SILT AND STORM WATERS ORIGINATING ON OR DIVERTED FROM THE CONSTRUCTION SITE. CONSTRUCT TEMPORARY DESILTING BASIN FOR TRAPPING MUD, DEBRIS, ETC., AND TO CLEAR THE WATER PRIOR TO DEWATERING BY ANY ACCEPTABLE MEANS LIKE PUMPING. WHEN WATER HAS BEEN CLEARED, PUMPING CAN BE MADE DIRECTLY INTO THE EXISTING PUBLIC STORM DRAIN AFTER COMPLETION OF DEWATERING. DEWATERING OR PUMPING DIRECTLY, OR SHEET FLOW OVER PUBLIC SIDEWALK AND ROAD SURFACE, WILL NOT BE PERMITTED. DEWATERING OR PUMPING INTO THE LOS ANGELES COUNTY OR CALTRANS STORM DRAIN SYSTEM MAY REQUIRE PERMITS FROM SAID AGENCIES. THEY SHALL BE CONSULTED BEFORE DOING THE WORK.
9. SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE FROM BEGINNING TO COMPLETION OF GRADING OPERATION.
10. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY EXISTING GRADING LEVEL DESCREPENCY PRIOR TO THE START OF CONSTRUCTION.

GENERAL TRAFFIC STRIPING, MARKINGS AND SIGNING NOTES:

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
2. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE. BEFORE GRINDING STREET PAVEMENT SURFACE CONTRACTOR IS TO MEASURE AND VIDEO SURFACE FOR USE IN LATER REPLACEMENT OF LINES IN SAME LOCATIONS ON NEW PAVING.
5. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
6. ADVANCE STOP LINE SHALL BE PLACED 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE AT CONTROLLED INTERSECTION.
7. REFRESH ALL EXISTING STRIPING 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
8. FOR ALL STRIPING AND STREET PAINTED LEGENDS, CONTRACTOR IS TO USE CITY FURNISHED STENCIL FRAMES AVAILABLE AT THE PUBLIC WORKS YARD.
9. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
10. REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
11. ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT MAY BE DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

SURVEY INFORMATION

BENCHMARK:
LOS ANGELES COUNTY BM LY10669
FD DPW BM TAG IN WEST CB 48FT NORTH OF BCR @ NW COR GREENWOOD AVENUE AND WASHINGTON BOULEVARD.

ELEVATION=187.773 FT

BASIS OF BEARINGS:
BEING THE CENTERLINE OF GREENWOOD AVENUE BETWEEN WASHINGTON BOULEVARD AND FRANKEL AVENUE. BEARING BEING N26°21'40"E, PER TRACT NO. 20488, MB 529/43–44.

SURVEYOR'S NOTES:

●– INDICATES MONUMENT FOUND AS NOTED

CENTERLINES AND RIGHT OF WAY LINES SHOWN HEREON WERE ESTABLISHED BY RECORD INFORMATION AND DO NOT REPRESENT A RETRACEMENT SURVEY PERFORMED ON THE GROUND. IN AREAS WHERE MAPS WERE NOT AVAILABLE A COMBINATION OF COUNTY GIS DATA AND COUNTY ASSESSOR DATA WAS USED.

BASIS OF BEARINGS:
BEING THE CENTERLINE OF GREENWOOD AVENUE BETWEEN WASHINGTON BOULEVARD AND FRANKEL AVENUE. BEARING BEING N26°21'40"E, PER TRACT NO. 20488, MB 529/43–44.

LEGEND:

REMOVE AC, BASE COURSE AND NATIVE SOIL.
REMOVE CONCRETE SECTION.
CONSTRUCT AC OVER CMB.
CONSTRUCT CONCRETE.
PROVIDE, PLACE AND COMPACT DECOMPOSED GRANITE.
PROVIDE AND PLACE TOP SOIL.

Bowman
Q:\CA–BREA–IS\Design\Montebello\440178–01–001–00012– Chet Holifield Improvements\CAD\Sheets\C2–C3–GNC–DET–CH1–440178–01–001–00012 1/12/2012 1/12/26 Shawnt Babakhanian

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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

REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER — AYMAN MOUSAVI — No. 91136 — Exp 4/31/26 — CIVIL — STATE OF CALIFORNIA

Bowman
3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J.KWOK
DRAWN BY: J.KWOK
CHECKED BY: A. MOUSAVI DATE: 01/12/26

CITY OF MONTEBELLO
ENGINEERING DIVISION

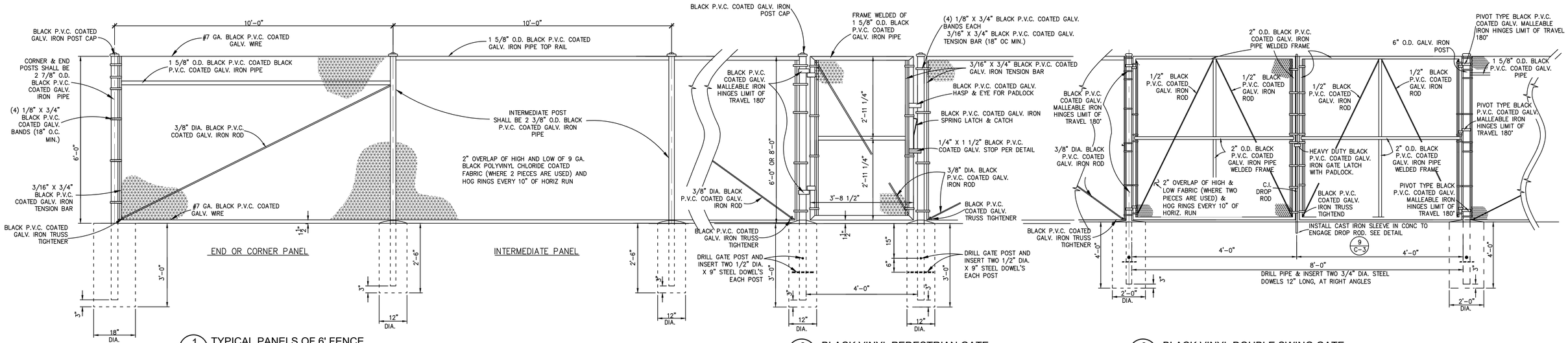
CHET HOLIFIELD PARK COMMUNITY GARDENS

GENERAL NOTES AND LEGEND

C-2

Sheet 2 of 5

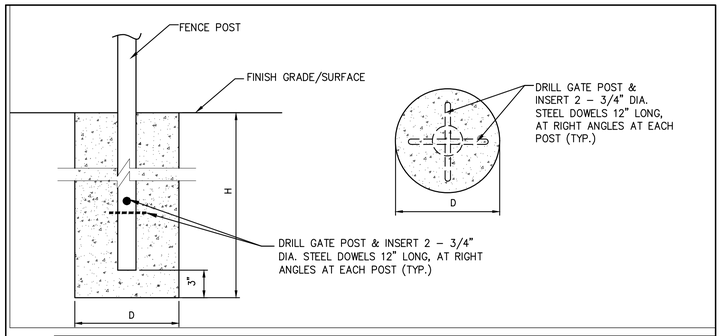
440178–01–001–00012



1 C-3 TYPICAL PANELS OF 6' FENCE
SCALE: N.T.S

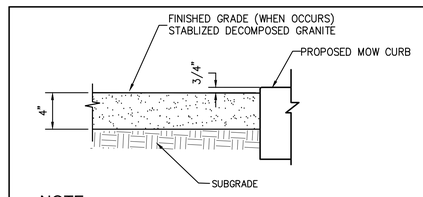
2 C-3 BLACK VINYL PEDESTRIAN GATE
SCALE: N.T.S

3 C-3 BLACK VINYL DOUBLE SWING GATE
SCALE: N.T.S



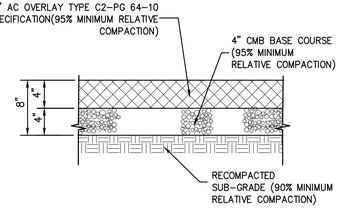
FOUNDATION SCHEDULE			
FENCE HEIGHT	FENCE POST TYPE	FOUNDATION HEIGHT (H)	FOUNDATION DIA. (D)
6'-0"	END POST	3'-0"	18"
6'-0"	INTERMEDIATE POST	2'-6"	12"
6'-0"	GATE POST	3'-0"	12"
FRAME SCHEDULE			
FENCE HEIGHT	POST TYPE	POST SIZE	THICKNESS
6'-0"	END POST	2 7/8"	8 GA.
6'-0"	INTERMEDIATE POST	2 7/8"	8 GA.
6'-0"	GATE POST	2 7/8"	8 GA.
6'-0"	GATE FRAME	1 5/8"	11 GA.
6'-0"	RAIL	1 5/8"	11 GA.

4 C-3 FOOTING DETAIL, FOUNDATION SCHEDULE, AND FRAME SCHEDULE
SCALE: N.T.S



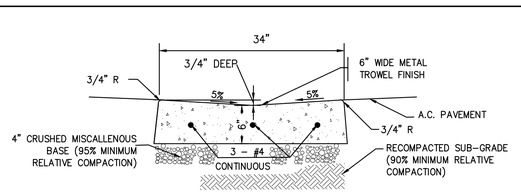
NOTE
— COLOR TO BE APPROVED BY THE CITY.

5 C-3 STABILIZED DECOMPOSED GRANITE
SCALE: N.T.S



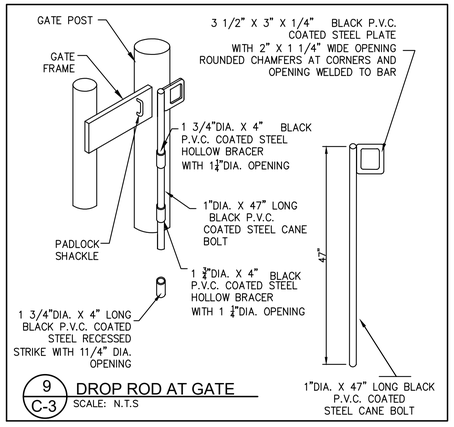
NOTE
— AC SHALL BE COMPACTED IN LAYERS NOT EXCEEDING 3.5 INCHES.

8 C-3 TYPICAL A.C. PAVEMENT SECTION
SCALE: N.T.S

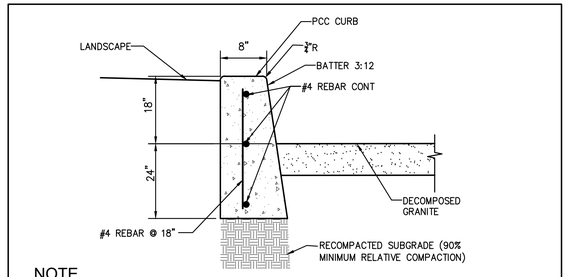


NOTE
— WEAKENED PLANE JOINTS AT 10' O.C., AT POSTS, AND 3/8" EXPANSION JOINTS NOT EXCEEDING 60'.

6 C-3 34" P.C.C. V-GUTTER
SCALE: N.T.S

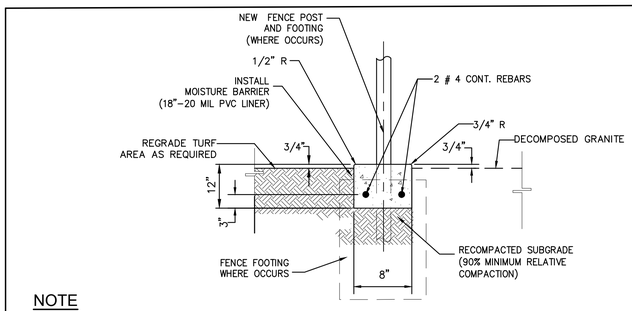


9 C-3 DROP ROD AT GATE
SCALE: N.T.S



NOTE
— WEAKENED PLANE JOINTS AT 10' O.C., AT POSTS, AND 3/8" EXPANSION JOINTS NOT EXCEEDING 60'.

7 C-3 18" HIGH PLANTER CURB
SCALE: N.T.S



NOTE
— WEAKENED PLANE JOINTS AT 10' O.C. AND 3/8" EXPANSION JOINTS NOT EXCEEDING 60'.

10 C-3 MOW CURB
SCALE: N.T.S

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REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER ALIAN MOUSAVI No. 91136 Exp. 03/31/26 CIVIL STATE OF CALIFORNIA

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3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J.KWOK
DRAWN BY: J.KWOK
CHECKED BY: A. MOUSAVI DATE: 01/12/26

CITY OF MONTEBELLO
ENGINEERING DIVISION

CHET HOLIFIELD PARK COMMUNITY GARDENS

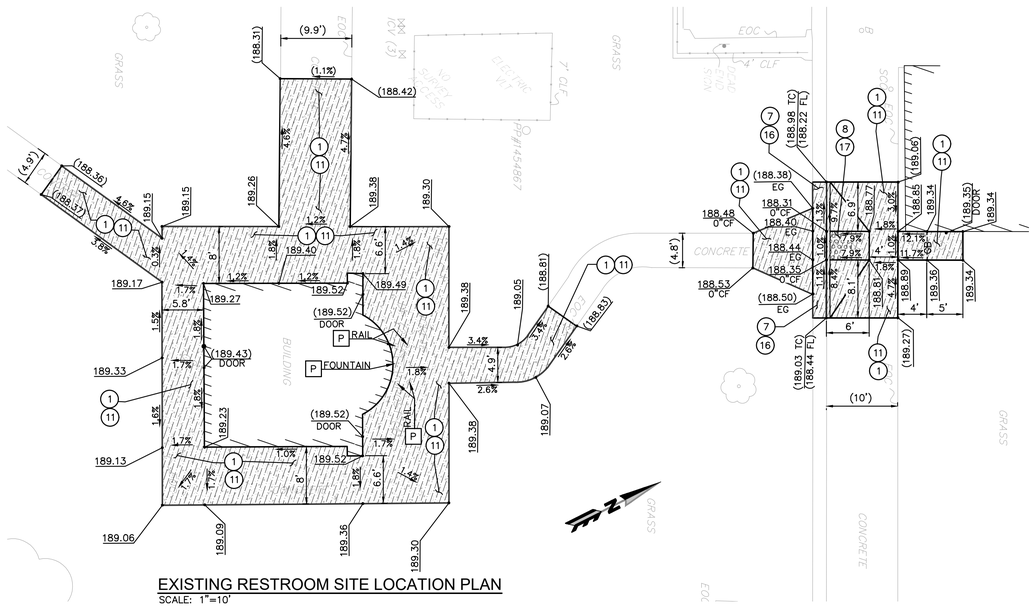
DETAILS

C-3

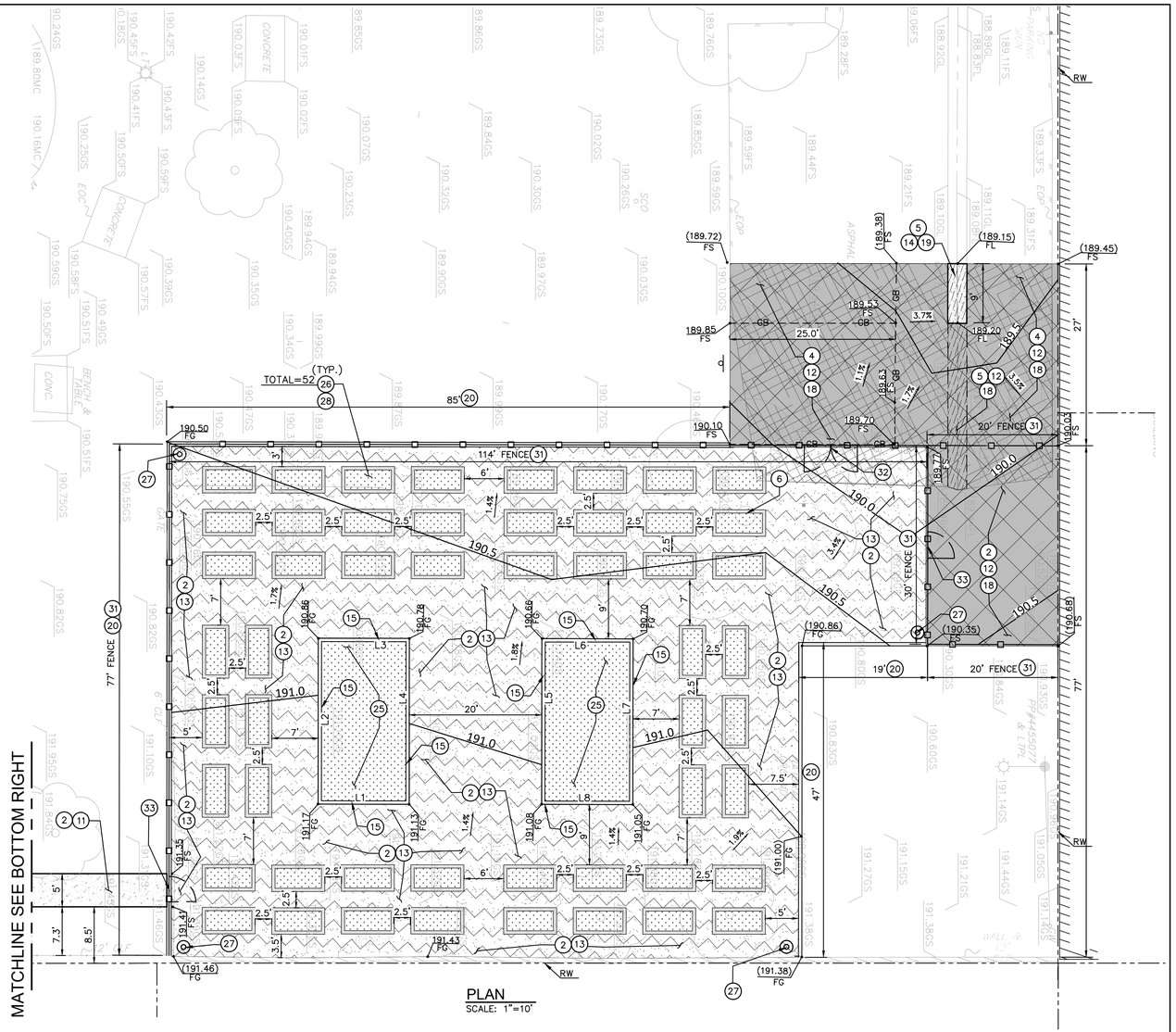
Sheet 3 of 5

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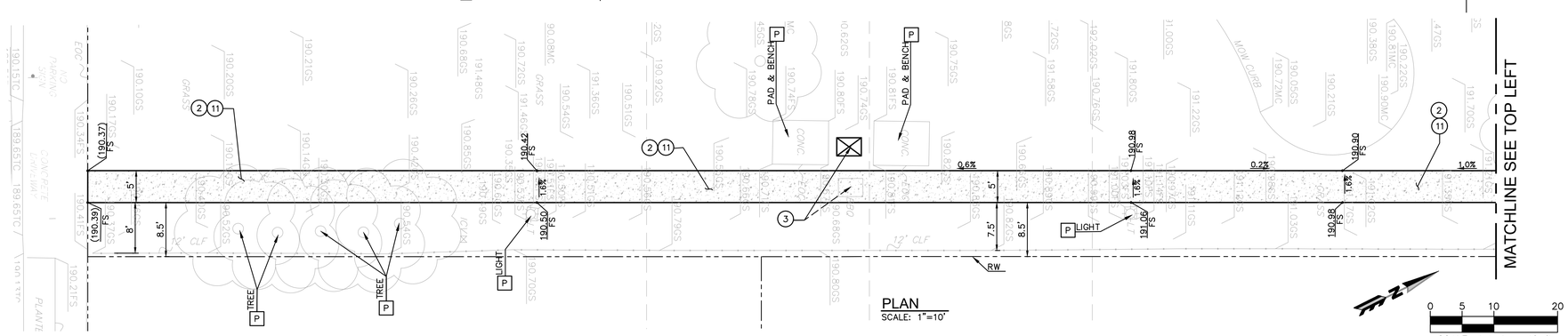
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EXISTING RESTROOM SITE LOCATION PLAN
SCALE: 1"=10'



PLAN
SCALE: 1"=10'



PLAN
SCALE: 1"=10'

0 5 10 20
SCALE: 1 Inch = 10 ft.

CONSTRUCTION NOTES

P PROTECT-IN-PLACE

REMOVALS

1. SAWCUT AND REMOVE EXISTING PCC WALKWAY/PAD, BASE, SUB-BASE AND NATIVE SOIL, HAUL AWAY AND DISPOSE.
2. REMOVE EXISTING LANDSCAPING, HAUL AWAY AND DISPOSE.
3. REMOVE AND RELOCATE EXISTING BBQ EQUIPMENT AND APPURTENANCES TO NEW LOCATION.
4. SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB-BASE AND NATIVE SOIL, HAUL AWAY AND DISPOSE.
5. SAWCUT AND REMOVE EXISTING V-GUTTER, BASE, SUB-BASE AND NATIVE SOIL, HAUL AWAY AND DISPOSE.
6. REMOVE EXISTING TREE AND TREE ROOTS, HAUL AWAY AND DISPOSE.
7. SAWCUT AND REMOVE EXISTING CURB & GUTTER, BASE, SUB-BASE AND NATIVE SOIL, HAUL AWAY AND DISPOSE.
8. SAWCUT AND REMOVE CURB RAMP, BASE, SUB-BASE AND NATIVE SOIL, HAUL AWAY AND DISPOSE.

PAVEMENT AND OTHER RELATED WORK

11. CONSTRUCT CONCRETE SIDEWALK PAVEMENT, 4"-THICK, PER SPPWC STD DETAILS 112-2 AND 113-2.
12. CONSTRUCT AC PAVEMENT, 4"-THICK, PER DETAIL 8 ON SHEET C-3.
13. PROVIDE, PLACE AND COMPACT DECOMPOSED GRANITE, 4"-THICK, PER DETAIL 5 ON SHEET C-3.
14. CONSTRUCT 34" WIDE V-GUTTER PER DETAIL 6 ON SHEET C-3.
15. CONSTRUCT 18" HIGH PLANTER CURB PER DETAIL 7 ON SHEET C-3.
16. CONSTRUCT CURB AND GUTTER PER SPPWC 120-3 OR MATCH EXISTING.
17. CONSTRUCT CURB RAMP PER SPPWC 111-5, CASE A TYPE 1.
18. PROVIDE AND PLACE 4"-THICK CMB UNDER ASPHALT PER DETAIL 8 ON SHEET C-3.
19. PROVIDE AND PLACE 4"-THICK CMB UNDER NEW V-GUTTER PER DETAIL 6 ON SHEET C-3.
20. CONSTRUCT MOW CURB PER DETAIL 10 ON SHEET C-3.

LANDSCAPING AND WATER/IRRIGATION IMPROVEMENTS

25. PROVIDE AND PLACE 18"-THICK TOP SOIL.
26. FURNISH AND INSTALL 4'W X 8'L X 2'H REDWOOD PLANTER BOX.
27. FURNISH AND INSTALL NEW HOSE BIBB. STERN WILLIAMS SURFACE MOUNT 7000-32 PEDESTAL HOSE BIBB OR APPROVED EQUAL WITH 3'X3', 4" THICK CONCRETE PAD. CONTRACTOR TO LOCATE MAIN WATER LINE SOURCE AND PROVIDE CONNECTION TO 1/2" ADAPTER INTO EXISTING WATER LINE 1" AND LARGER USING SCH 80 PVC PIPE.
28. PROVIDE AND PLACE 24"-THICK TOP SOIL.

FENCING NOTES

31. FURNISH AND INSTALL NEW 6' HIGH BLACK VINYL FENCE PER DETAIL 1 ON SHEET C-3.
32. FURNISH AND INSTALL NEW 6' HIGH BLACK VINYL 8' WIDE DOUBLE SWING GATE PER DETAIL 3 ON SHEET C-3.
33. FURNISH AND INSTALL NEW 6' HIGH BLACK VINYL PEDESTRIAN GATE PER DETAIL 2 ON SHEET C-3.

LEGEND:

- REMOVE AC, BASE COURSE AND NATIVE SOIL
- REMOVE CONCRETE SECTION.
- CONSTRUCT AC OVER CMB
- CONSTRUCT CONCRETE
- PROVIDE, PLACE AND COMPACT DECOMPOSED GRANITE
- PROVIDE AND PLACE TOP SOIL

Line Data Table		
Line #	Length	Direction
L1	13.75'	N26° 28' 33.74"E
L2	25.00'	S63° 31' 23.63"E
L3	13.75'	S26° 28' 33.46"W
L4	25.00'	N63° 31' 51.13"W
L5	25.00'	S63° 33' 19.53"E
L6	13.75'	S26° 33' 33.41"W
L7	25.00'	N63° 33' 35.63"W
L8	13.75'	N26° 33' 24.54"E

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER — A TAAR MOUSAVI — No. 91136 — Exp. 6/30/26 — CIVIL — STATE OF CALIFORNIA

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3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J.KWOK
DRAWN BY: J.KWOK
CHECKED BY: A. MOUSAVI DATE: 01/12/26

CITY OF MONTEBELLO
ENGINEERING DIVISION

CHET HOLIFIELD PARK COMMUNITY GARDENS

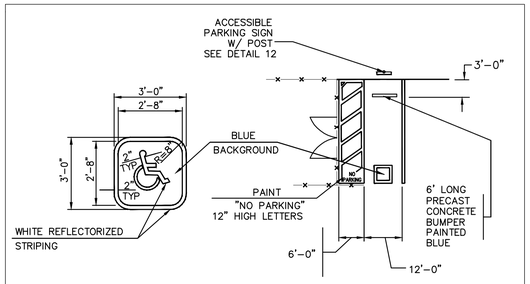
PRECISE GRADING AND FENCING IMPROVEMENT PLAN

C-4

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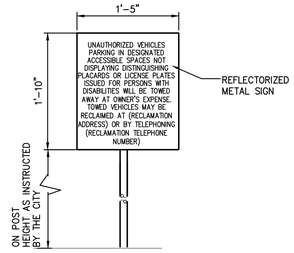
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11 C-5 ACCESSIBLE PARKING STALL AND LOGO

SCALE: N.T.S RE: C.V.C. 22511.8

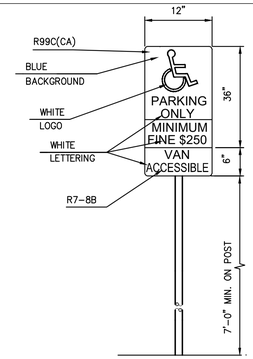


SIGN NOTES:

1. A REFLECTORIZED SIGN SHALL BE PERMANENTLY POSTED IN A CONSPICUOUS PLACE AT EACH ENTRANCE TO OFF-STREET PARKING FACILITIES, OR IMMEDIATELY ADJACENT TO AND VISIBLE FROM EACH STALL OR SPACE. THE SIGN SHALL NOT BE LESS THAN 17" BY 22" IN SIZE WITH WHITE LETTERING NOT LESS THAN 1" IN HEIGHT ON A DARK BLUE BACKGROUND, WHICH CLEARLY AND CONSPICUOUSLY STATES THE FOLLOWING:
2. "UNAUTHORIZED VEHICLES PARKING IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT (RECLAMATION ADDRESS) OR BY TELEPHONING (RECLAMATION TELEPHONE NUMBER)"
3. RECLAMATION ADDRESS AND TELEPHONE NUMBER SHALL BE PROVIDED BY OWNER AND INCLUDED BY CONTRACTOR AS A PERMANENT PART OF THIS SIGN. DARK BLUE BACKGROUND COLOR SHALL BE EQUAL TO OCLOR NUMBER 15090 IN FEDERAL STANDARD 595B. SIGN SHALL NOT OBSTRUCT PASSAGE BETWEEN STALL AND ANY ACCESSIBLE WALKWAY. SEE STRIPING PLAN FOR LOCATIONS.

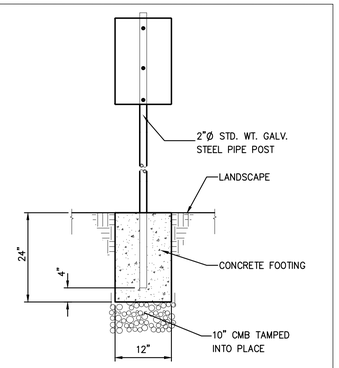
14 C-5 SITE ENTRANCE SIGN

SCALE: N.T.S RE: C.V.C. 22511.8



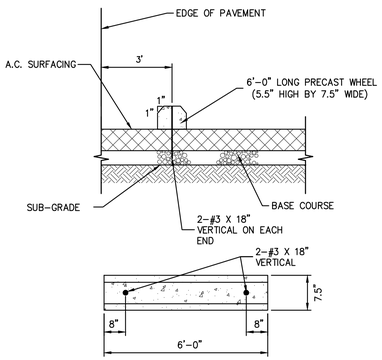
12 C-5 ACCESSIBLE PARKING SIGN

SCALE: N.T.S RE: C.V.C. 22511.8



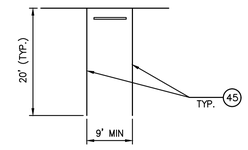
15 C-5 SIGN POST FOUNDATION DETAIL

SCALE: N.T.S



13 C-5 WHEELSTOP

SCALE: N.T.S

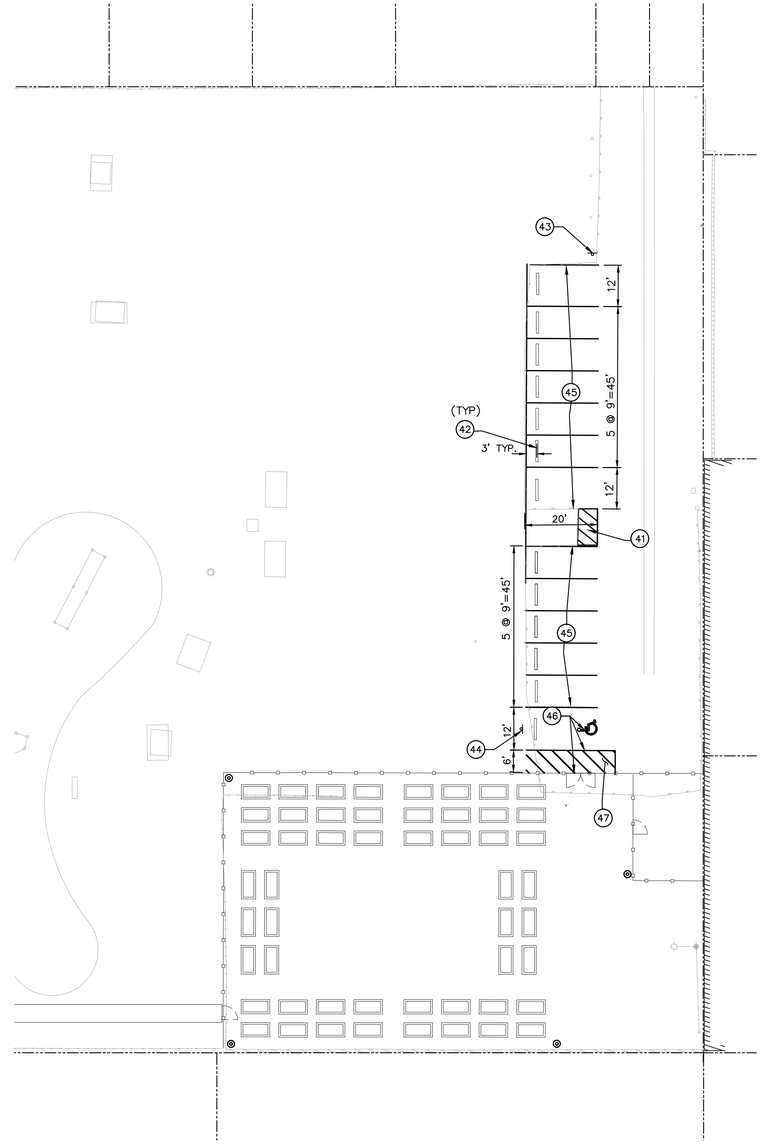


16 C-5 VEHICLE STALL

SCALE: N.T.S

STRIPING AND SIGNING NOTES:

41. PAINT 4" WHITE DIAGONAL STRIPES (3' SPACING, TYPICAL) AS SHOWN ON PLAN.
42. INSTALL 6' LONG PRECAST CONCRETE WHEELSTOP PER DETAIL 13 ON SHEET C-5.
43. INSTALL SITE ENTRANCE ACCESSIBLE SIGN AND POST PER DETAIL 14 AND 15 ON SHEET C-5.
44. INSTALL ACCESSIBLE PARKING SIGN AND POST PER DETAIL 12 AND 15 ON SHEET C-5.
45. INSTALL 4" WIDE WHITE PARKING STRIPING LINE ON STALL. SEE DETAIL 16 ON SHEET C-5 (9' MIN).
46. PAINT ACCESSIBLE STRIPING AND MARKING AND INSTALL ACCESSIBLE SIGN R99C(CA) AND R7-8B PER CALTRANS TRAFFIC MANUAL AND STD. SPECIFICATIONS (SEE DETAIL 11 AND 12 ON SHEET C-5).
47. PAINT 4" BLUE HATCHED DIAGONAL LINES (3' SPACING, TYPICAL).



STRIPING PLAN

SCALE 1"=20'

0 10 20 40

SCALE: 1 inch = 20 ft.

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REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF: REGISTERED PROFESSIONAL ENGINEER ALIAA MOUSAVI No. 91136 Exp. 6/30/26 CIVIL STATE OF CALIFORNIA

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bowman.com

DESIGNED BY: J.KWOK
DRAWN BY: J.KWOK
CHECKED BY: A. MOUSAVI DATE: 01/12/26

CITY OF MONTEBELLO

ENGINEERING DIVISION

CHET HOLIFIELD PARK COMMUNITY GARDENS

SIGNING & STRIPING PLAN AND DETAILS

C-5

Sheet 5 of 5

440178-01-001-00012

Print Form

ATTACHMENT C

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles

From: (Public Agency): City of Montebello
1600 W. Beverly Blvd.,
Montebello, CA 90640
(Address)

Project Title: Chet Holifield Park Community Garden (CP 945)

Project Applicant: City of Montebello

Project Location - Specific:

Chet Holifield Park, 1134 Greenwood Ave, Montebello, CA 90640

Project Location - City: Montebello Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
The Community Gardens aims to enhance the quality of life in the City of Montebello by promoting public health, strengthening community connections, and supporting the City's sustainability and equity goals. These shared spaces provide residents with access to fresh, affordable produce, encourage healthy lifestyles.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project:

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301 as a Class 1
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt:
The project involves converting already disturbed or developed land—such a vacant area in a park space—into a landscaped planting area. These activities do not change the overall land use intensity, do not involve major construction, and do not introduce new infrastructure that could affect traffic, noise, air quality, or biological resources. As a result, this is a low-impact improvements that that fall squarely within CEQA's Class 1.

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: 1/29/26 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 # 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. 26-06 APPROVING MONTEBELLO BUS LINES' FISCAL YEARS 2027-29 SHORT RANGE TRANSIT PLAN**

DATE: January 28, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-06 approving Montebello Bus Lines' (MBL) Fiscal Years 2027-29 Short Range Transit Plan, including the encompassed recommendations; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The recommended actions do not have a fiscal impact.

BACKGROUND/DISCUSSION:

The Short-Range Transit Plan (SRTP) is the principal planning document for MBL, providing an overview of the Transportation Department's activities, an outlook into future service deployment, and planning initiatives over a three-year period (FY 2027-29). MBL is required to submit the triennial SRTP to the Los Angeles County Metropolitan Transportation Authority (Metro) as a condition for receiving federal, state, and local funding. The FYs 2027-29 SRTP (Attachment A) was prepared and organized into three primary narrative sections, with a fourth section containing required data tables as follows:

1. **Transit System Overview and Statistics**

Section 1 provides an overview of the City and the Transportation Department. The overview includes a breakdown of all services that MBL offers to the public. A line-by-line breakdown giving key performance indicators (KPI) and key points of interest is also provided.

2. **Budget, Funding, and Regulations**

Section 2 outlines the various funding sources used to support MBL operations, describing how each fund is typically used. This section also includes an overview of required audits and compliance measures such as The Title VI of the Civil Rights Act of 1964 (Title VI) and the Americans with Disabilities Act (ADA). Both Title VI and ADA are included with descriptions for each measure.

3. **Accomplishments, Goals, and Strategic Planning**

Section 3 highlights past accomplishments, sets goals for future projects, and ties in strategic planning measures being conducted by the department. Past accomplishments are a mixture of both operational and capital improvements. The goals set by the SRTP provide a vision for MBL's day-to-day operations while the strategic planning measures tie in both MBL's Comprehensive Operational Analysis (Montebello Moves) and the City's First Mile/Last Mile Masterplan. This section also includes a recommendation section which provides guidance on future service deployment.

4. **"L" Tables**

Section 4 contains the data requested by Metro in their "L" table format for the purpose of reporting KPI's and financial statistics.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council consider adopting Resolution No. 26-06 (Attachment B) approving MBL's FYs 2027-29 SRTP, including the encompassed recommendations; and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A – MBL's FY 2027-29 SRTP
2. Attachment B – Resolution No. 26-06



Short Range Transit Plan

FY27 – FY 29

MONTEBELLO
BUS LINES

400 S. Taylor Ave., Montebello, CA 90640

CITY OF MONTEBELLO – TRANSPORTATION DEPARTMENT

FY 2027 - 2029 SHORT RANGE TRANSPORTATION PLAN

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Section 1:

Transit System Overview and Statistics



Section 1- Overview of Montebello Bus Line's Transit System

Overview of Montebello

The City of Montebello is located nine miles east of downtown Los Angeles. The City is surrounded by the cities of Monterey Park and Rosemead to the north, City of Commerce to the south, Los Angeles and East Los Angeles (an unincorporated area of LA County) to the west, and the City of Pico Rivera to the east. The City covers 8.33 square miles. The 2020 Decennial Census reports a population of 62,640, which gives the City a population density of 7,519 persons per square mile. The City is primarily Hispanic, accounting for 79% of the population; followed by Asian, who account for 13.4% of the population; and White Non-Hispanic account for 6.6% of the population.

Overview of Montebello Bus Lines

In 1922, the City began offering municipal bus transportation services, eventually selling off the operation to the Motor Transit Company. Montebello Bus Lines (MBL), as known today, commenced service in 1931 with a bus terminal on Greenwood Avenue as a municipal operation, which has grown to become a prominent bus operator within eastern Los Angeles County. Currently, MBL serves the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whittier, and portions of unincorporated Los Angeles County.

MBL currently has 49 revenue vehicles ready to be deployed into service and runs service on seven (7) local bus routes and one (1) express route. Lines 10-40 operate Monday through Sunday, Line 50 operates Monday through Saturday, and Lines 60, 70, and 90 operate on weekdays only. In addition to fixed route services, MBL also offers the following services:

- Dial-a-Taxi
- Montebello Link

The Dial-a-Taxi program is a demand response taxi service offered to the residents of Montebello who are 62 years or older or have a disability that has been authorized by a physician. Montebello Link is a demand response service that helps rail commuters coming through the Montebello/Commerce Metrolink Station get to their workplace. Once the train arrives, a cutaway will be waiting for the commuters and take them to their workplace. In the evening, the same service may pick them up to transport them back to the train station to return home.

Governance and Organizational Structure

The City of Montebello is a general law city incorporated in Los Angeles County, CA, and follows a council-manager form of governance. The City is divided into five (5) districts, and each district elects one council member, equaling to 5 council members total. The Mayor and Mayor Pro Tem are on a rotating basis, and together with the rest of the council provide direction to the City Manager. Currently, the following seats are:

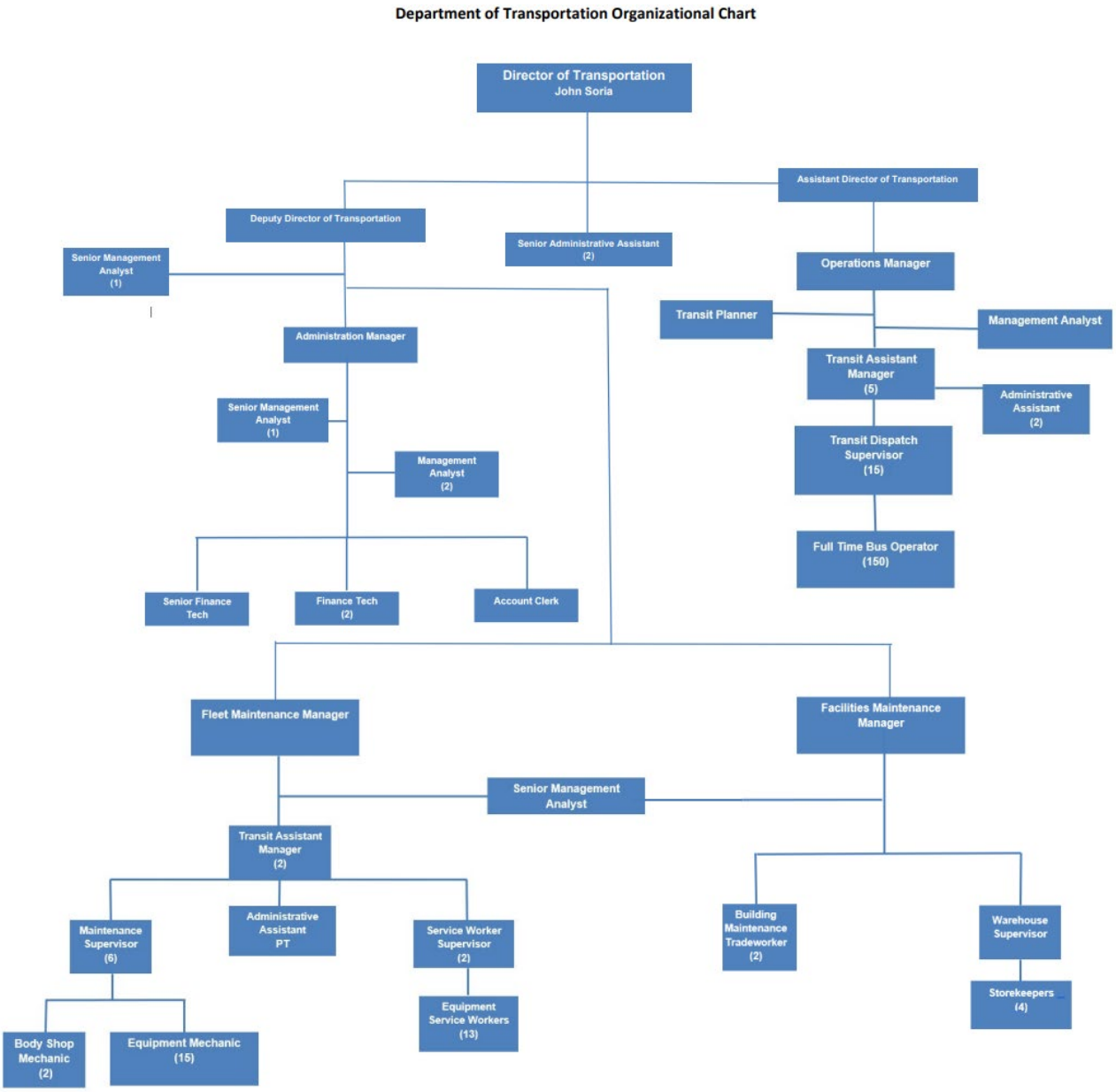
- Mayor – Georgina Tamayo
- Mayor Pro Tem – Danielle Romero
- Councilmember – Scarlet Peralta
- Councilmember – Ric Alonzo
- Councilmember – Salvador Melendez

The City Manager and Assistant City Manager are:

- City Manager – Raul Alvarez
- Assistant City Manager – Angelica Palmeros

Under the direction of the City Manager and Assistant City Manager, the Director of Transportation is tasked with carrying out the mission of Montebello Bus Lines: "…*To provide Superior Service to the residents of Montebello and surrounding communities…"*

- Director of Transportation – John Soria



The organization chart for MBL

There are 4 different divisions within the Department of Transportation:

- Operations
- Administration
- Facilities Maintenance
- Fleet Maintenance

The Operations Division is responsible for service development, deployment, planning, and service standards compliance. The Administration Division is responsible for the budgets, procurement, and reporting. Facilities Maintenance oversees the general maintenance of facilities, including the buildout of capital improvements. Fleet Maintenance oversees the mechanical upkeep of all vehicles and the tracking of vehicle performance indicators for reporting.

Transit Services and Areas Serviced

Line 10 Whittier Boulevard

Montebello Bus Lines' Line 10, spans 16.8 miles and runs east-west along Whittier Boulevard for most of its corridor and has the highest ridership in the system. The line serves the cities of Whittier, Pico Rivera, Montebello, Los Angeles, and the unincorporated area of East Los Angeles. The route is composed of a short line servicing the route pattern between East Los Angeles College and Whittwood Mall. The long line of the route pattern services the entirety of the route, from the California State University, Los Angeles in Los Angeles, to Whittwood Mall in Whittier.

Points of interest along the route include California State University Los Angeles (CSULA), CSULA's Metrolink Station (serviced by the San Bernardino Line), East Los Angeles College (ELAC), the Commerce Center, Downtown Montebello, Crossroads Plaza, The Groves, Uptown Whittier corridor, Whittier College, Whittier City Hall & Courthouse, The Quad, and the Whittwood Mall.

Line 10 serves many K-12 schools, including: Monterey Senior High School, Cantwell Sacred Heart of Mary High School, Montebello High School/Adult School, Montebello Intermediate School, Whittier High School, Whittier College, Lydia Jackson Academy, and East Whittier Middle School. The line also serves institutes of higher education such as Cal State LA and ELAC.

Line 10

Unlinked Passenger Trips	**1,146,867**
Farebox Recovery	**8.46%**
Subsidy Per Passenger	**$7.92**
Operating Cost	**$9,928,091**
Passenger Revenue	**$840,126**
Operating Subsidy	**$9,087,964**

Line 20 Greenwood Ave – Montebello Blvd – San Gabriel Blvd

Montebello Bus Lines' Line 20 spans 12 miles and runs north-south along Montebello Blvd / San Gabriel Blvd. It serves the cities of San Gabriel, Rosemead, Montebello, and the unincorporated East Los Angeles. Line 20 begins its route at Telegraph / Gage in Montebello and terminates at San Gabriel / Las Tunas in San Gabriel.

Points of interest along the route include Chet Holifield Park, Downtown Montebello, Montebello Mix, Taylor Ranch Park, Montebello Town Square, The Shops at Montebello, Rosemead Walmart Supercenter, and the Garvey Square Shopping Center.

Line 20 serves many K-12 schools along the route, such as Greenwood Elementary School, Applied Technology Center High School, Don Bosco Tech, Potrero Heights Elementary School, Rice Elementary School, and Gabrielino High School.

Line 20

Unlinked Passenger Trips	**333,905**
Farebox Recovery	**5.02%**
Subsidy Per Passenger	**$13.95**
Operating Cost	**$4,903,675**
Passenger Revenue	**$246,281**
Operating Subsidy	**$4,657,394**

Line 30 Garfield Avenue

Montebello Bus Lines' Line 30 spans 12 miles and runs north-south along Garfield Ave. It serves the cities of San Marino, Alhambra, Monterey Park, Montebello, Commerce, Bell Gardens, and South Gate. The route begins at Firestone / Garfield in South Gate and terminates at Huntington / Stoneman in Alhambra.

Points of interest along the route include El Paseo South Gate Shopping Center, Pioneer Chicken, Bell Gardens City Hall/DMV, Commerce Open Air Market, Commerce Metrolink Station, Quiet Cannon, Montebello Plaza, Edison Trails Park, Downtown Monterey Park, Garfield Medical Center, and Downtown Alhambra.

Line 30 serves many K-12 schools along the route, such as Garfield Elementary School, Vail High School, Montebello Park Elementary School, Cantwell Sacred Heart of Mary High School, Repetto Elementary School, and Alhambra High School.

Line 30

Unlinked Passenger Trips	**214,829**
Farebox Recovery	**5.51%**
Subsidy Per Passenger	**$12.61**
Operating Cost	**$2,867,324**
Passenger Revenue	**$158,059**
Operating Subsidy	**$2,709,265**

Line 40 Beverly Boulevard

Montebello Bus Lines' Line 40 spans 13.4 miles and runs east-west along Beverly Blvd / 3rd Street. It serves the cities of Whittier, Pico Rivera, Montebello, unincorporated East Los Angeles, and the City of Los Angeles. The route begins at 5th / Beaudry in Downtown Los Angeles and terminates at Beverly / Norwalk in Whittier.

Points of interest along the route include Pico Park, Grant Rea Park, Beverly Hospital, Montebello Mix, Montebello City Hall, Beverly Wilcox Village, Montebello DMV, Belvedere Park Lake, King Taco, Hollenbeck Park, Arts District, Little Tokyo, Grand Central Market, Pershing Square, and Angels Flight.

Line 40 serves many K-12 schools along the route, such as Durfee Elementary School, Washington Elementary School, Montebello High School, Eastmont Elementary School, David Wark Griffin Junior High School, and Theodore Roosevelt High School.

Line 40

Unlinked Passenger Trips	**696,310**
Farebox Recovery	**6.39%**
Subsidy Per Passenger	**$10.77**
Operating Cost	**$8,011,697**
Passenger Revenue	**$511,661**
Operating Subsidy	**$7,500,036**

Line 50 Washington Boulevard

Montebello Bus Lines' route 50, spans 26 miles and runs east-west along Washington Boulevard for most of its route and is the longest bus line in the system. The line serves the cities of Whittier, Santa Fe Springs, Pico Rivera, Montebello, Commerce, and La Mirada between its eastern terminus in La Mirada and its western terminus in Los Angeles.

Points of interest along the route include La Mirada Theatre Center, La Mirada City Hall, Whittier DMV, The Quad, Whittier City Hall & Courthouse, Whittier College, the busy Uptown Whittier corridor, Whittier Intercommunity Hospital (PIH), Santa Fe Springs Marketplace, Pico Rivera Towne Center, Commerce Costco Center, Los Angeles County Department of Public Social Services, and Pershing Square.

Line 50 serves many K-12 schools and higher education institutes along its route, such as Biola University, California High School, Mulberry Elementary School, Whittier Union High School District/Adult School, Lydia Jackson Academy, Whittier College, Frida/Santee High School, and Los Angeles Trade Tech.

Line 50

Unlinked Passenger Trips	**389,634**
Farebox Recovery	**4.59%**
Subsidy Per Passenger	**$15.31**
Operating Cost	**$6,251,742**
Passenger Revenue	**$389,634**
Operating Subsidy	**$5,965,016**

Line 60 Passons Boulevard

Montebello Bus Lines' route 60, spans 6.6 miles and runs north-south along Passons Boulevard for most of its route, is a route that mainly serves local K-12 and adult schools exclusively in the City of Pico Rivera and only operates on the weekdays.

These schools include Rivera Middle School, El Rancho High School/Adult School, South Ranchito Elementary School, North Ranchito Elementary School, North Park Academy, and Durfee Elementary School.

Line 60

Unlinked Passenger Trips	**18,298**
Farebox Recovery	**3.39%**
Subsidy Per Passenger	**$20.73**
Operating Cost	**$392,693**
Passenger Revenue	**$13,321**
Operating Subsidy	**$379,372**

Line 70 Wilcox Ave

Montebello Bus Lines' Line 70, spans 9.5 miles mostly along Wilcox Avenue and runs north-south, and serves the local community of Montebello solely Monday through Friday. This circular route services the Cities of Montebello, Monterey Park, and portions of unincorporated South San Gabriel.

Points of interest along the route include the Montebello/Commerce Metrolink Station, Montebello Department of Motor Vehicles, Beverly Wilcox Village, Montebello Plaza, Monterey Park Marketplace, and The Shop at Montebello.

Several K-12 and adult schools are directly served by Line 70, such as Applied Technology Center High School, Greenwood Elementary School, Montebello High School/Adult School, Wilcox Elementary School, Schurr High School, and Potrero Heights Elementary School.

Line 70

Unlinked Passenger Trips	**30,672**
Farebox Recovery	**2.89%**
Subsidy Per Passenger	**$24.47**
Operating Cost	**$772,898**
Passenger Revenue	**$22,312**
Operating Subsidy	**$750,586**

Line 90 Downtown Express

Montebello Bus Lines' Line 90, spans 21.35 miles and runs east-west along Beverly Boulevard and partially on California State Route 60 and U.S. Route 101. Line 90 is MBL's only express/commuter bus line serving the Cities of Pico Rivera, Whittier, Montebello and the unincorporated community of East Los Angeles between its eastern layovers in Whittier and Montebello and its western layover in Downtown Los Angeles.

Points of interest along the route include LA Metro's Historic Broadway A and E Line Station, Pershing Square, Los Angeles City Hall, Grant Rea Park, Beverly Hospital, Montebello Mix, Montebello City Hall, Beverly Wilcox Village, Montebello Department of Motor Vehicles, Little Tokyo, Grand Central Market, Pershing Square, and Angels Flight Railway.

Several K-12 and adult schools are directly served by Line 90, such as Durfee Elementary School, Washington Elementary School, Montebello High School, Eastmont Elementary School, David Wark Griffin Junior High School, and Theodore Roosevelt High School.

Line 90

Unlinked Passenger Trips	**14,462**
Farebox Recovery	**2.43%**
Subsidy Per Passenger	**$29.34**
Operating Cost	**$434,906**
Passenger Revenue	**$10,559**
Operating Subsidy	**$424,347**

DAT

Since 2006, Montebello Bus Lines has maintained an agreement with Fiesta Taxi, in which MBL uses their vehicles for the Dial-A-Taxi (DAT) service to transport seniors aged 62 and over, as well as qualified disabled persons of any age and their companions, to better meet the more in-demand customer needs in Montebello and surrounding cities. MBL's contractor provides transportation within a pre-designated service area and has vehicles equipped with wheelchair lifts/ramps. Participants are asked to allow a 30-minute lead time before pick-up.

Dial-A-Taxi provides transportation services within the City of Montebello. Medical trips are allowed outside City boundaries, but within the designated DAT service area. The exact boundaries are:

10 Freeway (Monterey Park) to the NORTH, Slauson Ave. to the SOUTH, 710 Freeway (East Los Angeles) to the WEST, and 605 Freeway (South El Monte) to the EAST.

Dial-A-Taxi provides 26 rides per month with a payment of $1.00 per one-way, which is paid directly to the driver when the Dial-A-Taxi customers present their card.

Senior Fare/Disabled/Medicare – $1.00 one way, guest is free, required attendant (companion) is free.

Service Hours: Dial-A-Taxi service is available 24 Hours a day, 7 days a week, including holidays.

Dial-A-Taxi

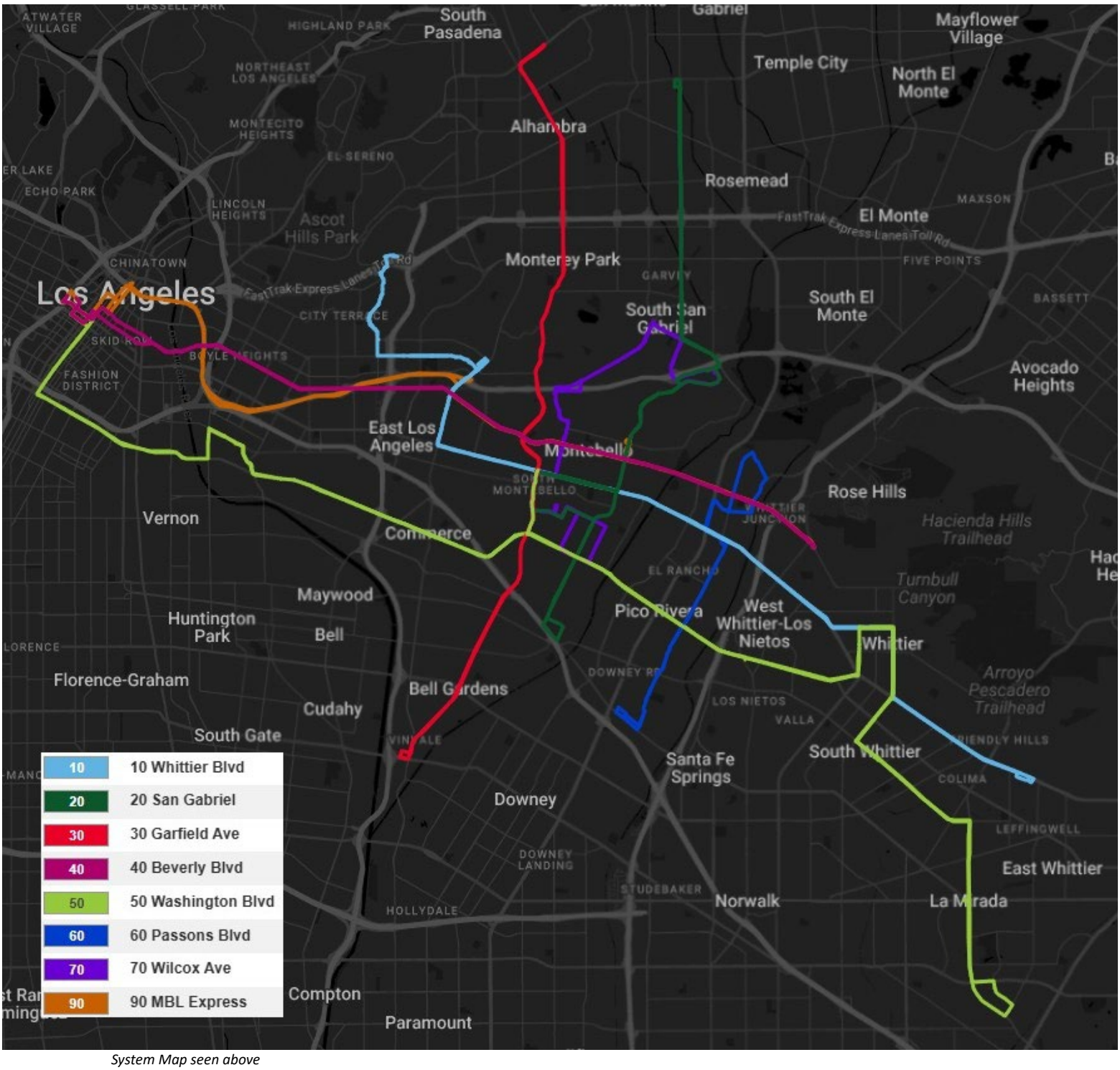
Unlinked Passenger Trips	**67,125**
Farebox Recovery	**5.55%**
Subsidy Per Passenger	**$9.85**
Operating Cost	**$700,176**
Passenger Revenue	**$38,857**
Operating Subsidy	**$661,319**

Montebello Link Program

The Montebello Link Program (MLP) is a semi-fixed route feeder that accommodates Metrolink passengers departing in the morning and arriving in the evening at the Montebello/Commerce Station to and from their desired workplace. MLP is reservation-based service.

Montebello Link

Unlinked Passenger Trips	**19,373**
Farebox Recovery	**2.68%**
Subsidy Per Passenger	**$39.97**
Operating Cost	**$795,634**
Passenger Revenue	**$21,310**
Operating Subsidy	**$774,324**



System Map seen above

Section 2:

Budget, Funding, and Regulations



Section 2- Budget, Funding, and Regulation

Operating and Capital Budget

MBL is an included municipal transit agency that receives formula funds through the Los Angeles County Formula Allocation Program. MBL also collects funds through fare revenue to assist in subsidizing its standard operating costs.

In addition, MBL is a federal grantee and receives an annual allocation of grant funds to procure capital investments on behalf of the Federal government. Funds are related to the estimated cost of capital projects that are approved in the Federal TIP. Due to this estimation, Federal revenues may vary from year to year.

Funding Sources

Allocations of transit subsidy funds are based on the Formula Allocation Procedure (FAP) that is managed by the Los Angeles County Metropolitan Transportation Authority (LACMTA). As the Regional Transportation Planning Agency (RTPA), LACMTA authorizes the award of regional transportation funds in Los Angeles County and administers the local sales tax initiatives received from state funds.

Operating funds are primarily based on sales tax collections. Federal funds are based on the annual FTA Section 5307 funding. MBL's primary funding sources are as follows:

Fares

Fare revenues are generated from bus sales and the sale of fare media such as passes or tokens. Revenues from Access Services, EZ Transit pass, and the U-Pass Program are collected as well. These revenues are used to assist in funding various ongoing capital projects in addition to standard operating costs.

Proposition A

Proposition A generates revenue from a half-cent of Los Angeles County sales tax to dedicate to transportation purposes. LACMTA administers Proposition A transit fund allocations to the City through a Memorandum of Understanding (MOU). Funds unexpended within the fiscal year are reallocated to be carried over for the next fiscal year. Proposition A funds generally finance fixed-route operating expenses such as salaries, wages, benefits, fuel, and facility and building maintenance.

Proposition C

Proposition C generates revenue from a half-cent of Los Angeles County sales tax to dedicate for transportation purposes. Proposition C is intended to support funding for projects and programs developed with Proposition A funds, particularly to improve and expand the rail system. Respectively, forty percent (40%) of Proposition C funds are allocated to improve and expand rail and bus transit services in Los Angeles County. These funds are distributed by LACMTA and are comprised of Foothill Transit Mitigation, Base Restructuring, Bus System Improvement Program (BSIP), and Municipal Operator Service Improvement Program (MOSIP). Funds are allocated by formulas for each respective program. MBL utilizes Proposition C funds for maintenance and operating expenses.

Measure R

Measure R generates revenue from a half-cent of Los Angeles County sales tax to finance new transportation projects and programs. MBL utilizes Measure R funds to maintain and operate various bus routes in Montebello.

Measure M

Measure M generates revenue from a half-cent of Los Angeles County sales tax to finance new transportation projects, programs, and operations. MBL utilizes Measure M funds for capital asset projects and other maintenance and operating expenses.

Transportation Development Act (TDA)

State of California Transit Development Act (TDA) funds are received under the Local Transportation Funds (LTF) through sales taxes. These funds are allocated to each County according to population. Operators may use these funds for operating or capital purposes.

State Transit Assistance (STA)

State Transit Assistance (STA) funds are received through the statewide sales tax on diesel fuel. Funds are available for operating purposes only if the agency can pass an efficiency calculation. Otherwise, the funds are restricted for capital purposes only. MBL utilizes STA funds to subsidize various projects that include, but are not limited to, low or no-emissions vehicles, surveillance systems upgrades, etc.

Low Carbon Transit Operations Program (LCTOP)

Low Carbon Transit Operations Program (LCTOP) is funded by the State of California to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with priority on serving disadvantaged communities. The program is funded by auction proceeds from the California Air Resource Board's Cap-and-Trade Program, with proceeds deposited into the Greenhouse Gas Reduction Fund. MBL intends to utilize LCTOP funds to support reducing greenhouse gas emissions projects that include, but are not limited to, new or expanded bus or rail services, expanded intermodal transit facilities, equipment acquisition, fueling, other maintenance and operating expenses, etc.

Federal Transit Administration (FTA)

The Federal Transit Administration (FTA) provides grants to local public transit systems, including buses, subways, light rail, commuter rail, trolleys, and ferries. FTA provides annual formula grants to transit agencies nationwide as well as discretionary funding in competitive processes. FTA Section 5307 Urbanized Area Formula Program provides funds for public transit in urbanized areas (UZA). FTA Section 5339 Buses and Bus Facilities Formula Program provides funding to states and transit agencies through a statutory formula to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities. Section 5307 and 5339 funds are generally restricted for capital purposes, but with proper tracking and reporting, these funds may also be used for preventive maintenance costs and/or grant administration. MBL utilizes FTA funds for capital improvement projects that include, but are not limited to, vehicles, scheduling software, surveillance systems, maintenance, operating expenses, etc.

Regulatory Requirements

Annual Financial Audits

Annual reports are produced for the State Controller's Report, the National Transit Database, and an independent auditor hired by the City to produce a mandated financial report.

State TDA Performance Audit

A Performance Audit is performed every three years on the requirements relative to the usage of state funding. Requirements for state funding include annual STA tests for the increase in operating expense compared to the Consumer Price Index and a 20% farebox recovery ratio. A performance audit also provides an opportunity for an independent, objective, and comprehensive review of MBL's efficiency and effectiveness. The performance audit will also offer suggestions for improvements to the transit system.

FTA Comprehensive Review (Triennial) Performance Review

The FTA Comprehensive Performance Review covers recipient management practices as well as compliance with program and administrative requirements across a broad spectrum of topic areas. Areas of review include financial management and capacity, technical capacity,

maintenance, procurement, civil rights, and program-specific requirements. The Triennial Review was mandated by Congress in 1982 for each recipient of Section 5307 funds and is codified in 49 U.S.C. §5307(f)(2), which states: "At least once every 3 years, the Secretary shall review and evaluate completely the performance of a recipient in carrying out the recipient's program, specifically referring to compliance with statutory and administrative requirements and the extent to which actual program activities are consistent with the activities proposed." 49 U.S.C. §5338 provides the statutory basis for FTA's oversight responsibilities and the funding available to undertake oversight activities. In addition, 49 U.S.C. §5338 authorizes FTA to provide technical assistance to correct deficiencies found during oversight reviews and to promote overall recipient compliance.

ADA Compliance

MBL is committed to providing the highest level of bus service to the public, including the disabled community, and complies with all requirements of the Americans with Disabilities Act (ADA). Moreover, MBL vehicles are equipped with either operable wheelchair lifts or low-floor access ramps. All vehicles include designated seating areas for members of the disabled community and wheelchair restraints, as well as bus stop announcement systems.

In addition, vehicle operators have had sensitivity training relative to disabled passengers and are well-versed in the operation of ADA equipment. MBL has established policies and standards in place regarding ADA requirements, including but not limited to assisting disabled standees using lifts, service animals, and the replacement of in-service vehicles with inoperable lifts. Furthermore, MBL offers on-demand paratransit service up to ¾ of a mile away from any fixed route pickup locations and curb-to-curb assistance services for any individuals aged 62 or older.

In July 2024, MBL revised its policy to maintain compliance with the new ADA requirements and disseminated the policy to all Department of Transportation personnel. Additionally, training was provided to all supervisory staff, and the new policy was incorporated into the training provided to Bus Operators.

Relevant Risk Factors

MBL takes into consideration relevant risk factors that may affect its operation, such as the continuation of operations.

A two-tier backup system has been established. The first tier involves backing up full Virtual Servers locally via Altaro for quick recovery in case of a server malfunction or system failure. The second tier involves automatically transferring the backup files to a remote location in the Wasabi Cloud. In the event of a severe natural disaster, the servers can be restored from the cloud to an alternate location.

Volume shadowing has been implemented to quickly recover individual files to previous versions or in case of accidental deletion.

Title VI Program

Title VI of the Civil Rights Act prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin. Transit providers must prepare a Title VI Program Report to establish guidelines for complaint procedures, language assistance, and public participation. Using the FTA 4207.1b Circular for guidance, the agency developed its Title VI Program, Language Assistance Plan, and Public Participation Plan.

The Language Assistance Plan provides guidance on how to go about assisting transit users who speak English less than "very well." MBL conducted an analysis to see what languages meet the Safe Harbor provision (which is either 5% of the service area or 1,000 persons who speak another language and speak English less than very well). The identified Limited English Proficiency (LEP) languages were the following:

- Spanish
- Chinese
- Korean
- Tagalog
- Vietnamese

The *Notice of Civil Rights,* the Title VI complaint forms, and procedures are all available in English as well as all identified LEP languages.

The Public Participation Plan focuses on obtaining participation from minority and LEP populations. Objectives and strategies are put into place to ensure meaningful participation from the public. Stakeholders are identified to ensure that they are engaged as well during the planning process of any transit planning effort, especially during major service changes.

Montebello Bus Lines' Title VI Program was submitted in May 2025 and the agency reached *"Concur"* in June 2025. For more information on the Title VI Program, its included plans, the transit service monitoring report, complaint forms, or procedures, please visit:

https://www.montebelloca.gov/departments/transit/civil_rights/title_vi_compliance



Section 3:

Accomplishments, Goals, and Strategic Planning



Section 3 – Accomplishments, Goals, and Strategic Planning

Accomplishments

MBL is committed to its mission, *"To provide superior transportation services to Montebello and surrounding communities."* Further, MBL understands the need to align the mission with established goals and objectives. This strong commitment to consistently strive for operational efficiency, higher revenues, sustained public trust and confidence, while enhancing the quality and image of public transportation, is evidenced by MBL's accomplishments:

Purchase of three (3) Hydrogen FCEBs.

MBL has acquired three (3) Hydrogen Fuel Cell Electric Buses (FCEBs) in a gradual purchasing strategy that aligns with the retirement of conventional transit buses at the end of their lifecycle. With the adoption of its Zero Emission Bus Rollout Plan, MBL will continue working towards achieving a fully zero-emission bus fleet by the year 2040.



New Fuel Cell Hydrogen Bus pictured above

Transit Facility Surveillance Upgrade

The upgraded Transit Surveillance System will enhance the monitoring software and equipment throughout the facility, covering all accessible areas, including secured access points, employee parking structure, administration, operations, shop facility, and the Montebello Metrolink Station. This upgraded system will seamlessly integrate with MBL's existing bus surveillance system, providing comprehensive surveillance coverage across the entire MBL facility.

Restroom Renovation Project

The modernization of the Operations Lounge restrooms was completed in July 2024. This comprehensive overhaul involved the full replacement of core infrastructure, including drainage, ventilation, and HVAC systems, alongside high-use fixtures such as toilets, urinals, and sinks. The project also upgraded all aesthetic finishes, countertops, and lighting solutions to improve facility standards and user experience.



Laborer performing tilework seen above

Roof and HVAC Upgrades

Successfully completed the HVAC Improvement Project, including the installation of Novaerus Filters designed for continuous air disinfection and odor control, significantly enhancing indoor air quality and ensuring a healthier office environment. The project also encompassed the full replacement of the HVAC system and its components, installation of solar panels in the bus parking lot, and re-roofing of the transit facility. All work was completed, resulting in improved energy efficiency, sustainability, and comfort across the facility.



Laborers working on roofing upgrades seen above

Enterprise Asset Management Software

MBL has replaced its enterprise asset management (EAM) software to aid maintenance and shop-warehouse staff in their duties, such as inventory tracking, preventative maintenance inspections, and vehicle campaign tracking.

Bus Rewraps

The City of Montebello has adopted a new livery, including new designs and logos for Montebello Bus Lines. This project aims to rewrap our existing fleet with these new motifs and ensure a consistent style and theme for MBL's existing bus fleet.

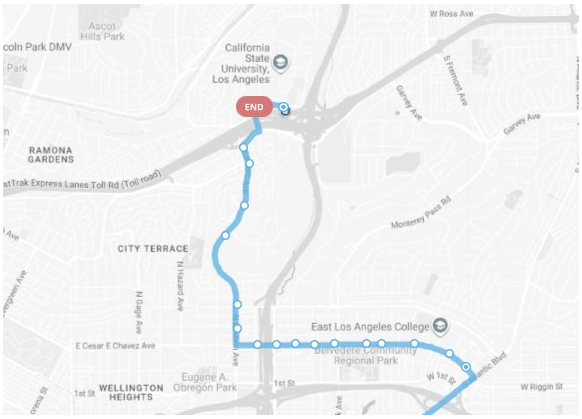
CAD/AVL System

The goal of this project is to replace MBL's existing Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system while adding additional functionality and migrating existing data from the previous CAD/AVL system. This new system will aim to assist multiple user groups in assigning, overseeing, and communicating with MBL vehicles. In addition, the new system will provide MBL staff members with real-time geographical location and pertinent route information, along with vehicle and schedule data.

Along with the CAD/AVL update, new Automatic Passenger Counters have been installed on all buses, ensuring that staff receive the most accurate board and alight data. Additionally, e-ink "NextBus" signs were placed in high trafficked transfer points within the system for passenger information.

Line 10 Extension to CSULA

In Late 2023, Line 10 was extended from its western terminus of East Los Angeles College to its new terminus at the California State University, Los Angeles. This extension allows ELAC students transferring to CSULA to continue taking public transit to further their education. This also connects the MBL system to a public four-year institution of higher education.



Route extension as seen on the scheduling software shown above

Onboard Security Program

This project aims to ensure a safe and secure environment for MBL passengers and Operators out in the field while they travel on the third-largest municipal bus system in Los Angeles County. This will include unarmed transit security guards wearing noticeable uniforms patrolling the system and engaging with passengers daily to provide a visible and accessible security presence for MBL's fixed routes.

Maintenance Hose Reels

This project involves the replacement of hose reels that have an average age of twenty-two years. These reels are used daily to dispense coolant, grease, oil, and air. However, due to their age and frequent use, the hose reels tend

to leak, wasting valuable time in cleaning up excess fluids. Replacing these hoses will allow maintenance staff to service the fleet without the added burden of cleaning.

Replacement of Support, Field Supervisor, and Relief Vehicles

This project replaced aging supervisor and relief vehicles used for daily operations. The current supervisor vehicles, which were acquired in 2016, are six years old and have become difficult to repair due to the model being phased out by various manufacturers. The vehicles are also made up of parts from different manufacturers, making repairs expensive. The nine relief vehicles were acquired in 2012 and are now ten years old, and though operational, all vehicles have reached the end of useful life.

Vehicles acquired:

- 9 Hyundai Elantra
- 4 Chevrolet Equinox
- 2 EV Chevrolet Equinox
- 1 EV Chevrolet Blazer
- 1 Ford Edge
- 2 Ford F-150
- 1 CNG F-450



Chevrolet Equinox pictured above as a Supervisor Vehicle

Employee Recruitments:

- Three (3) Transit Assistant Managers
- Four (4) Storekeepers
- Forty-Five (45) Bus Operators
- Six (6) Equipment Mechanic As
- Eleven (11) Fleet Service Workers
- Seven (7) Management Analysts
- One (1) Finance Technician
- One (1) Senior Administrative Assistant
- Three (3) Senior Management Analysts
- Four (4) Fleet Maintenance Supervisors
- One (1) Building Maintenance Trade Worker II
- Two (2) Administrative Assistants
- One (1) Director of Transportation
- One (1) Transit Planner
- One (1) Fleet Services Supervisor
- Three (3) Transit Supervisors

Job Promotions:

- One (1) Assistant Director of Human Resources to Director of Transportation
- One (1) Senior Management Analyst to Deputy Director of Transportation
- One (1) Senior Management Analyst to Transit Administration Manager
- One (1) Administrative Assistant to Senior Administrative Assistant
- One (1) Clerical Assistant to Administrative Assistant
- One (1) Administrative Assistant to Finance Technician
- One (1) Fleet Maintenance Supervisor to Transit Assistant Manager
- Two (2) Equipment Mechanic A's to Fleet Maintenance Supervisors
- One (1) Fleet Service Worker to Fleet Services Supervisor
- Two (2) Fleet Service Workers to Equipment Mechanic A
- One (1) Fleet Service Worker to Body Shop Mechanic
- One (1) Fleet Service Worker to Bus Operator
- One (1) Bus Operator to Transit Supervisor
- One (1) Finance Technician to Senior Finance Technician
- Two (2) Management Analysts

- Senior Administrative Assistant
- Community Services Coordinator

Goals

As previously stated, MBL operates in accordance with its mission statement and is guided by a set of goals that serve as the framework for the future of the agency.

Mission Statement – "To provide superior transportation services to Montebello and surrounding communities."

- ***Goal 1 –*** **"**Develop strategies and administrative processes that support the long-term vision."
- ***Goal 2*** – "Meet and exceed customer expectations by providing safe, clean and reliable service."
- ***Goal 3*** – "Provide a network of services to Montebello and Southeastern Los Angeles County."
- ***Goal 4*** – "Use financial, technology, and human resources effectively and wisely."

Bus Hoist Replacement

MBL is currently replacing its aging and costly bus hoists that are essential for maintenance technicians to perform preventive maintenance, brake repairs, and more on the fleet. MBL will be focusing on replacing the hoist for bays 3 and 4.

Lease of a Temporary Hydrogen Refueling Solution

MBL has initiated the procurement process to lease a temporary hydrogen refueling solution for its newly acquired Fuel Cell Electric Buses (FCEBs), supporting the agency's goal of achieving zero emissions by 2040. An RFP was released on July 31, 2025, and the contract was awarded to Air Products and Chemicals, Inc. for project execution. Commissioning is scheduled to begin in early 2026. The mobile fueling station is a practical, efficient, and cost-effective solution that will enable a smooth and gradual transition to this advanced technology.

Bus Stop Improvement Project

MBL has partnered with Kimley-Horn to conduct a capital assessment and develop design plans for upgrading bus stop amenities and signage, including benches, lighting, and high-visibility bus stop signs. The project design is currently undergoing final approval by the City Council to begin project implementation and construction. Once approved, MBL will issue a construction Request for Proposals (RFP) to procure a vendor to carry out the construction services in accordance with Kimley-Horn's final design.

Tire Lease Project

Montebello Bus Lines maintains an agreement with Goodyear Tire and Rubber Company to lease tires for the City's transit bus fleet.

Transit Facility Modernization Project

Initiate a large-scale facility modernization project. The goal is to revitalize the 28-year-old facility by upgrading critical lighting, flooring, and ADA-accessible restrooms. These improvements are designed to maximize workspace efficiency, enhance safety, and drive down future operating expenses across all departmental hubs.

Strategic Planning

Montebello Mobility Hub Connectivity Feasibility Study

MBL has secured $400,000 in state grant funding to support the Mobility Hub Connectivity Feasibility Study, in support of the City's 2040 Citywide General Plan Update and the Downtown Montebello Specific Plan.

To improve Montebello's interconnected transportation and environmental challenges, the City issued a Request for Proposal (RFP) in November 2025 to select a qualified consultant to evaluate the feasibility of establishing mobility

hubs along key commercial corridors. These hubs are intended to improve transit accessibility and reduce dependence on personal vehicles.

Service Standards and Definitions

Service Area

Montebello Bus Lines defines its service area as the City of Montebello proper, and a quarter-mile radius from any fixed route bus stop.

Vehicle Headways

- ***Major Local Service (Lines 10, 20, & 40):*** Headway standards for Major Local Service, 15-30' peak, 60' weekday off-peak, weekends, and holidays.
- ***Minor Local Service (Lines 30, 50, 60, & 70):*** Headway standards for Minor Local Service, 30-45' peak, 60' weekday off-peak, weekends, and holidays.
- ***Peak Express Service (Line 90):*** MBL's headway standards for Express Service is 30' peak.

On-Time Performance

Defined as 80 percent on time at timepoints:

- Up to 5 minutes late from scheduled time
- Up to 1 minute earlier than scheduled time.

Bus Stop Placement

Bus stop placement shall be at intervals of approximately a quarter mile from each other to ensure transit access to patrons.

Headway Recommendations

As the agency continues to recover from the lasting effects from the Covid-19 Pandemic, the following recommendations are proposed for implementation, staff and vehicle availability permitting. It is recommended that the following improvements be made:

Line 70 – Minor Local Route

Reduction of an average of 94-minute headways to a 35–45-minute headway.

Line 50 – Minor Local Route

Reduction of 35-minute headways to a consistent 30-minute headway.

Line 30 – Minor Local Route

Reduction of 60-minute headways to a 45-minute headway.

Lines 10, 20, and 40 – Major Local Routes

Reduction of current headways to a consistent 15-minute headway across all Major Local Routes.



Section 4:
“L” Tables

Table L - 1

Current Fare Structure: FY 2026

Fare Categories	Type of Service: Fixed Route	Type of Service: Demand Responsive
Cash		
Regular	$ 1.25	
Elderly/Senior	$ 0.50	$ 1.00
Low Income		
Disabled/Medicare	$ 0.50	$ 1.00
Student K - 12	$ 0.75	
College & Vocational		
Express - Specify Zone Structure	$ 1.30	
Tap Transfers		
Regular within System		
Regular to other System	$ 0.25	
Elderly/Senior	$ 0.10	
Disabled/Medicare	$ 0.10	
Agency Passes		
Regular	$ 3.00	
Elderly/Senior	$ 1.50	
Disabled	$ 1.50	
Student	$ 2.00	
College		
Express - Specify Zone Stamp		
Joint (TAP) Passes		
Regular		
Elderly/Senior		
Disabled		
Student		
College		
Other		
Discounted passes/rides (LIFE)		
Not Listed above (please describe)		

Table L - 2
FLEET INVENTORY AS OF JUNE 30, 2025

Year Built	Manuf.	Model	Seats	Length	Type of Fuel	Total Vehicles	Vehicles used for:		Non-ADA Vehicles in Active Service	ADA Vehicles in Active Service	Vehicles w/ major Rehab
							Fixed Route Service	Demand Responsive Service			
2008	New Flyer	24 (2019 Re	38	40	Electric	3	0	0	0	0	3
2009	New Flyer	SR1393	29	35	Gas Hybrid	4	0	0	0	0	0
2009	New Flyer	SR1362	38	40	Gas Hybrid	15	5	0	0	5	0
2010	New Flyer	SR1490	38	40	CNG	3	3	0	0	3	0
2011	New Flyer	SR1570	38	40	CNG	4	4	0	0	4	0
2013	New Flyer	SR1683	38	40	CNG	8	8	0	0	8	0
2016	New Flyer	SR-2049	38	40	CNG	7	7	0	0	7	0
2018	New Flyer	SR2241	38	40	CNG	5	5	0	0	5	0
2020	New Flyer	SR2524	38	40	CNG	1	1	0	0	1	0
2022	New Flyer	SR2641	39	40	CNG	9	9	0	0	9	0
2023	New Flyer	SR2765	39	40	CNG	7	7	0	0	7	0
Total Number of Vehicles:						66	49	0	0	49	3

* ADA vehicles are those equipped with a 42" wheelchair or a low floor bus with a ramp

* Major rehab as defined by Federal Circular on Section 5307 funding program

Table L - 3
HISTORICAL & PROJECTED FLEET CHARACTERISTICS

	FIXED ROUTE		
	FY 2025 Actual	FY 2026 Estimated	FY 2027 Planned
Peak-Hour Fleet	34	38	42
Spares For Maint.	15	11	7
Spare Ratio*	44%	29%	17%
Emergency Contingency Reserve	17	17	17
Inactive Fleet	0	0	0
Total Vehicles	66	66	66
New Expansion Vehicles			
New Replacement Vehicles			

	DEMAND RESPONSIVE SERVICE		
	FY 2025 Actual	FY 2026 Estimated	FY 2027 Planned
Peak-Hour Fleet	40	40	40
Spares For Maint.	0	0	0
Spare Ratio*	0%	0%	0%
Emergency Contingency Reserve	N/A	N/A	N/A
Inactive Fleet	N/A	N/A	N/A
Total Vehicles	40	40	40
New Expansion Vehicles			
New Replacement Vehicles			

	DR/PURCHASED TRANPORTATION SERVICE		
	FY 2023 Actual	FY 2024 Estimated	FY 2025 Planned
Peak-Hour Fleet	5	5	5
Spares For Maint.	1	1	1
Spare Ratio*	20%	20%	20%
Emergency Contingency Reserve	N/A	N/A	N/A
Inactive Fleet	N/A	N/A	N/A
Total Vehicles	6	6	6
New Expansion Vehicles			
New Replacement Vehicles			

	SYSTEM TOTAL		
	FY 2025 Actual	FY 2026 Estimated	FY 2027 Planned
Peak-Hour Fleet	**79**	**83**	**87**
Spares For Maint.	**16**	**12**	**8**
Spare Ratio*	**20%**	**14%**	**9%**
Emergency Contingency Reserve	**17**	**17**	**17**
Inactive Fleet	**N/A**	**N/A**	**N/A**
Total Vehicles	**95**	**95**	**95**
New Expansion Vehicles	**0**	**0**	**0**
New Replacement Vehicles	**3**	**0**	**9**

***Spare Ratio = Spares for Maint/Peak-Hour Fleet**

Table L - 4 (A)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF CAPITAL FUNDS
BY YEAR OF EXPENDITURE ($ 000)

MODE:

SOURCE OF CAPITAL FUNDS:	FY 2025 Audited	FY 2026 Estimated	FY 2027 Planned
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307(Sec. 9)	3075	14200	14484
Other Federal (Assume 80/20 match) (Specify source)			
STATE CAPITAL GRANTS AND SUBVENTIONS			
TDA (ART 4) current from unallocated			
TDA from prior years reserves		1521	1552
TDA (ART 8)			
STA current from unallocated - N/A			
STA from prior years reserve		334	341
SB1 / STA			
SB1 / SGR		1604	1636
Other State (Specify)			
LOCAL CAPITAL GRANTS			
System Generated			
General Fund			
Prop. A Local Return			
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Measure R 15% Local Return			
Measure R Clean Fuel Bus Capital	186	342	349
Measure M 17% Local Return			
Prop 1B PTMISEA Bridge Funds			
Prop 1B Transit Security Bridge Funds			
Prop. C Other (Specify)			
Other Local (Specify)- SB1 STA	355	7499	7649
TOTAL CAPITAL REVENUE	3617	25500	
TOTAL CAPITAL EXPENSES	3617	25500	

Table L - 4 (B)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF OPERATING FUNDS
BY YEAR OF EXPENDITURE ($ 000)

SOURCE OF OPERATING FUNDS:	FY 2025 Audited	FY 2026 Estimated	FY 2027 Planned
FEDERAL CASH GRANTS AND REIMBURSEMENTS			
FTA Sec. 5307 (Sec. 9) Operating			
CMAQ (Operating)			
STATE CASH GRANTS AND REIMBURSEMENTS			
TDA Current from unallocated	11649	8581	8753
STA Current from unallocated	2356	2262	2307
SB1 / STA			
Other State (Specify)			
LOCAL CASH GRANTS AND REIMBURSEMENTS			
Passenger Fares	2128	2071	2112
Special Transit Service			
Charter Service Revenues			
Auxiliary Transportation Revenues	9	25	26
Non-transportation Revenues	1583	805	821
Prop. A 40% Discretionary	6059	6053	6174
Prop. A 25% Local Return			
Prop. A Incentive fund			
Prop. A Interest			
BSIP	252	259	264
TSE			
Base	1318	1358	1385
MOSIP	1783	1781	1816
Prop. C 40% Discretionary	377	318	324
Prop. C 20% Local Return			
Prop. C 5% Security	418	325	332
Prop. C Interest			
Other Local (Specify) LACMTA METRO RAIL	21	20	21
Other Local (Specify) MEASURE R 20% BUS	4909	3956	4035
Other Local (Specify) MEASURE M	4890	3913	3991
TOTAL OPERATING REVENUES	37752	34227	34911
TOTAL OPERATING EXPENSES	35902	42942	43801

Table L - 5A
TPM / TDA REPORT FORM
FY2025 Audited

Total System Annual Saturday & Sunday Holiday & Weekdays	FAP Funded				Non-FAP Funded						
					Dedicated Funding[2]						
	Local Service	Express Service	Dial-A-Ride[1]	FAP Subtotal	TSE	Base Restructuring	BSIP	MOSIP	Non-FAP Totals	Other Codes[3]	System Total
Total Vehicle Miles (000)	1,535,900	40,862	70,493	1,647,255		64,208	12,254	84,219	160,681		1,807,936
Vehicle Service Miles (000)	1,466,556	30,734	70,493	1,567,783		61,309	11,700	80,416	153,425		1,721,208
Total Vehicle Hours (000)	160,305	7,317	4,646	172,268		6,702	1,279	8,790	16,771		189,039
Vehicle Service Hours (000)	148,194	5,427	4,646	158,267		6,195	1,182	8,126	15,503		173,770
Unlinked Passengers (000)	2,575,347	19,373	67,125	2,661,845		107,662	20,546	141,215	269,423		2,931,268
Linked Passengers (000)											
Passenger Revenue (000)	$ 1,891,195	$ 21,310	$ 38,857	$ 1,951,362		$ 79,061	$ 15,088	$ 103,701	$ 197,850		$ 2,149,212
Aux. Rev/Local Subs. (000)	$ 29,467,674			$ 29,467,674							$ 29,467,674
Op. Cost Less Depr. (000)	$ 32,475,768	$ 531,287	$ 468,135	$ 33,475,190		$ 1,357,643	$ 259,095	$ 1,780,756	$ 3,397,494		$ 36,872,684
Active Vehicles	49	5	40	94							94
Peak Vehicles	34	5	40	79							79
DARS seat capacity			4	4							4
Full Time Equiv. Employees	122	5	40	45							45
Base Fare	$ 1.10	$ 1.30	$ 1.00	$ 3.40							$ 3.40

[1] "Included Dial-A-Ride" only includes operations that historically have been included in the FAP calculations.

[2] "Dedicated Funding" includes: Base Restructuring, TSE, Overcrowding, MOSIP & Other Special Funding arrangements.

[3] "Other Codes" includes Subscription, Contract, Special Events service.

Table L - 5B
TPM / TDA REPORT FORM
FY2026 Estimated

Total System Annual Saturday & Sunday Holiday & Weekdays	FAP Funded			Non-FAP Funded							
				Dedicated Funding[2]							
	Local Service	Express Service	Dial-A-Ride[1]	FAP Subtotal	TSE	Base Restructuring	BSIP	MOSIP	Non-FAP Totals	Other Codes[3]	System Total
Total Vehicle Miles (000)	1,704,849	41,884	74,018	1,820,750		71,271	13,601	93,483	178,355		1,999,105
Vehicle Service Miles (000)	1,627,878	31,512	74,018	1,733,408		68,053	12,987	89,262	170,302		1,903,710
Total Vehicle Hours (000)	177,939	7,500	4,878	190,317		7,439	1,420	9,757	18,616		208,933
Vehicle Service Hours (000)	164,496	5,563	4,878	174,937		6,877	1,312	9,020	17,209		192,146
Unlinked Passengers (000)	2,858,902	19,857	70,481	2,949,240		119,516	22,809	156,763	299,088		3,248,328
Linked Passengers (000)											
Passenger Revenue (000)	$ 2,099,227	$ 21,843	$ 40,800	$ 2,161,870		$ 87,758	$ 16,748	$ 115,108	$ 219,614		$ 2,381,484
Aux. Rev/Local Subs. (000)	$ 32,709,118			$ 32,709,118							$ 32,709,118
Op. Cost Less Depr. (000)	$ 36,048,103	$ 544,569	$ 491,542	$ 37,084,214		$ 1,506,984	$ 287,595	$ 1,976,639	$ 3,771,218		$ 40,855,432
Active Vehicles	49	5	40	94							94
Peak Vehicles	38	5	40	83							83
DARS seat capacity			4	4							4
Full Time Equiv. Employees	122	5	40	45							45
Base Fare	$ 1.25	$ 1.30	$ 1.00	$ 3.55							$ 3.55

[1] "Included Dial-A-Ride" only includes operations that historically have been included in the FAP calculations.

[2] "Dedicated Funding" includes: Base Restructuring, TSE, Overcrowding, MOSIP & Other Special Funding arrangements.

[3] "Other Codes" includes Subscription, Contract, Special Events service.

Table L - 5C
TPM / TDA REPORT FORM
FY2027 Planned

Total System Annual Saturday Sunday Holiday & Weekdays	FAP Funded						Non-FAP Funded				
				Dedicated Funding[2]							
	Local Service	Express Service	Dial-A-Ride[1]	FAP Subtotal	TSE	Base Restructuring	BSIP	MOSIP	Non-FAP Totals	Other Codes[3]	System Total
Total Vehicle Miles (000)	2,090,356	42,931	75,868	2,209,155		79,111	15,098	103,766	197,975		2,407,130
Vehicle Service Miles (000)	1,995,980	32,300	75,868	2,104,148		75,539	14,416	99,081	189,036		2,293,184
Total Vehicle Hours (000)	218,175	7,686	5,000	230,861		8,257	1,576	10,830	20,663		251,524
Vehicle Service Hours (000)	201,693	5,702	5,000	212,395		7,633	1,457	10,012	19,102		231,497
Unlinked Passengers (000)	3,505,038	20,353	72,243	3,597,634		132,650	25,315	173,991	331,956		3,929,590
Linked Passengers (000)											
Passenger Revenue (000)	$ 2,573,912	$ 22,389	$ 41,820	$ 2,638,121		$ 97,411	$ 18,590	$ 127,769	$ 243,770		$ 2,881,891
Aux. Rev/Local Subs. (000)	$ 36,307,121			$ 36,307,121							$ 36,307,121
Op. Cost Less Depr. (000)	$ 44,199,446	$ 558,138	$ 503,831	$ 45,261,415		$ 1,672,752	$ 319,230	$ 2,194,069	$ 4,186,051		$ 49,447,466
Active Vehicles	49	5	40	94							94
Peak Vehicles	42	5	40	87							87
DARS seat capacity			4	4							4
Full Time Equiv. Employees	122	5	40	45							45
Base Fare	$ 1.25	$ 1.30	$ 1.00	$ 3.55							$ 3.55

[1] "Included Dial-A-Ride" only includes operations that historically have been included in the FAP calculations.

[2] "Dedicated Funding" includes: Base Restructuring, TSE, Overcrowding, MOSIP & Other Special Funding arrangements.

[3] "Other Codes" includes Subscription, Contract, Special Events service.

Table L - 6
PERFORMANCE AUDIT FOLLOW-UP OF RECOMMENDATIONS FROM THE LAST COMPLETED PERFORMANCE AUDIT
FY 22-24

PERFORMANCE AUDIT RECOMMENDED ACTIONS	OPERATOR PROGRESS TO DATE
Transportation Development Act **Triennial Performance Review** We recommend that Montebello Bus Lines update its methodology for reporting "local subsidies" and "auxiliary" revenues as it relates to TPM reporting. These revenues should include all revenue reported in categories 4100 (with the exception of Passenger Fares from 4110), 4200 (Directly Generated Dedicated Funds) and 4300 ("Local Government Funds" that are "Funds Expended on Operations").	Montebello Bus Lines will implement the recommendations and ensure local susbsidies and auxiliary revenues report everything in categories 4100, 4200, and 4300 with the exception of Passenger Fare revenue from line 4110.

Table L - 7
CAPITAL PROJECT SUMMARY

FY 2025

Project Name	Funding Source Federal	State Local	Total Project Cost
Bus Stop Improvement Project	$ 2,570,000.00	$ 143,000.00	$ 2,713,000.00
Tire Lease (Annual)	$ 327,000.00	$ 66,000.00	$ 393,000.00
Preventative Maintenance (Annual)	$ 3,769,000.00	$ 738,000.00	$ 4,507,000.00
Purchase Three (3) Hydrogen FCEB Replacement Buses	$ 3,597,000.00	$ 899,000.00	$ 4,496,000.00
Hydrogen Fuel Cell Station	$ 3,330,000.00	$ 833,000.00	$ 4,163,000.00
Transit Facility HVAC Upgrade	$ 6,314,000.00	$ 5,523,000.00	$ 11,837,000.00
Purchase Nine Replacement CNG Buses	$ 5,837,000.00	$ 1,459,000.00	$ 7,296,000.00
Acquisition of One (1) Heavy Duty Vehicle	$ 140,000.00	$ 28,000.00	$ 168,000.00
Installation of New Cameras	$ 4,519,000.00	$ 904,000.00	$ 5,423,000.00
Transit Facility Surveillance Upgrade	$ 400,000.00	$ 80,000.00	$ 480,000.00
Asset Management Software	$ 1,610,000.00	$ 403,000.00	$ 2,013,000.00
Purchase Nine (9) Operations Relief Vehicle Replacements	$ 261,000.00	$ 52,000.00	$ 313,000.00

FY 2026

Project Name	Funding Source Federal	State Local	Total Project Cost
Tire Lease (Annual)	$ 160,000.00	$ 40,000.00	$ 200,000.00
Preventative Maintenance (Annual)	$ 2,148,000.00	$ 537,000.00	$ 2,685,000.00
Purchase Three (3) Hydrogen FCEB Replacement Buses	$ 3,597,000.00	$ 899,000.00	$ 4,496,000.00
Hydrogen Fuel Cell Station	$ 3,330,000.00	$ 833,000.00	$ 4,163,000.00
Purchase Replacement CNG Buses	$ 5,837,000.00	$ 1,459,000.00	$ 7,296,000.00
Installation of New Cameras	$ 4,519,000.00	$ 904,000.00	$ 5,423,000.00
Bus Stop Improvement Project	$ 3,370,000.00	$ 143,000.00	$ 3,513,000.00
Asset Management Software	$ 1,610,000.00	$ 403,000.00	$ 2,013,000.00

FY 2027

Project Name	Funding Source	State	Total Project
Tire Lease (Annual)	$ 160,000.00	$ 40,000.00	$ 200,000.00
Preventative Maintenance (Annual)	$ 2,148,000.00	$ 537,000.00	$ 2,685,000.00
Purchase Three (3) Hydrogen FCEB Replacement Buses	$ 3,597,000.00	$ 899,000.00	$ 4,496,000.00
Hydrogen Fuel Cell Station	$ 3,330,000.00	$ 833,000.00	$ 4,163,000.00
Purchase Replacement CNG Buses	$ 5,837,000.00	$ 1,459,000.00	$ 7,296,000.00

RESOLUTION NO. 26-06

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA ADOPTING THE MONTEBELLO BUS LINES FY27-29 SHORT RANGE TRANSIT PLAN

RECITALS

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through Montebello Bus Lines provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, Montebello Bus Lines is required to prepare and submit a Short Range Transit Plan (SRTP) to the local Regional Transportation Planning Agency; and

WHEREAS, Staff has prepared a Short-Range Transit Plan that gives comprehensive information and statistics including key performance indicators and financial information; and

WHEREAS, The Short Range Transit Plan (SRTP) is the leading planning document for Montebello Bus Lines; and

WHEREAS, The Short Range Transit Plan (SRTP) provides recommendations for the decrease of headways in order to provide more reliable and timely service for fixed routes.

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

SECTION 1: That the City Council hereby approve and adopt the FY27-29 Short Range Transit Plan, including the encompassed recommendations.

APPROVED AND ADOPTED THIS 28TH 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. 26-06 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of 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

ITEM # 7

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
Luis Lopez, Police Chief

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4455 WITH WHITE MEMORIAL HOSPITAL TO PROVIDE IN CUSTODY MEDICAL SERVICES**

DATE: January 28, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4455 with White Memorial Hospital for the provision of in custody medical services; and,
2. Authorize the City Manager to execute the agreement; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City has had an arrangement with White Memorial Hospital to provide medical services to individuals who are “in custody” by the Montebello Police Department. This arrangement has been in place for numerous years, going back to the previous hospital operator (Beverly Hospital). In the Summer of 2023, Staff were informed by White Memorial Hospital that there existed outstanding invoices dating back to the Beverly Hospital operations timeframe related to the provision of in custody medical services for arrestees.

At that time, the City was presented with medical bills in excess of $980,000. It appeared that the majority of this accumulated amount accrued between the time Beverly Hospital declared bankruptcy and when White Memorial assumed operations of the hospital. Furthermore, the charges for certain services exceeded the typical amount which had been assessed previously.

Historical billing from Beverly Hospital from 2019 to 2023 indicated the amount of expenses related to in custody medical care of arrestees were closer to between $6,000 and $10,000 annually. Recent discussions, which eventually led to the drafting of Agreement No. 4455 (Attachment A), indicate the outstanding amount owed is approximately $28,000 – an amount that is 3.0% of the original amount presented to the City in 2023.

These expenses have been accounted for in the Police Department's Fiscal Year 2025-26 budget – as they have always been an ongoing expense related to police operations. Therefore, no budget amendment is needed as part of the recommended actions.

Agreement No. 4455 (Attachment A) memorializes the types of in custody expenses for which the City is responsible and establishes set amounts to be charged for the listed services. Approval of the agreement will help ensure transparency for what each party (i.e., City of Montebello and White Memorial Hospital) is responsible for and will further enhance and improve the relationship with this community's important medical partner.

BACKGROUND/DISCUSSION:

The California Court of Appeals (4th District, Division 1) ruled in November 2007 that "a City or county is not responsible for paying pre-booking medical care expenses of arrestees. All medical expenses incurred by any arrestee, at the hospital for medical treatment, prior to booking are the sole responsibility of the arrestee." The City Attorney's office provided a confidential clarifying memorandum to the Montebello Police Department on April 2, 2008 on that case law as well as the law as it existed at that time.

The memorandum cites Penal Code Section 4015, which further states that the costs of medical services provided pre-booking are not the City's responsibility. The memorandum also cites Health and Safety Code Section 1317, which describes the obligations of the hospital to provide emergency services to individuals needing emergency medical care.

The practical effect of case law and State statutes means that when Montebello Police Officers transport an arrestee pre-booking to the hospital, the officer completes a Los Angeles County Department of Health Services form that authorizes medical treatment for the arrestee. This memorandum provided clear direction and there was an understanding between the City and (then) Beverly Hospital about responsibility for arrestees' medical expenses. However, there was no formal agreement in place to memorialize this arrangement nor to stipulate the rates to be charged for in custody medical services. As such, City and hospital staff relied on the 2008 memorandum to dictate procedure and prices.

However, it appears as if the bankruptcy proceedings of Beverly Hospital interrupted this understanding. In the Summer of 2023, staff from White Memorial approached the City's prior administration with purported arrestee medical bills in excess of $980,000. Initial discussions focused on the 2008 memorandum, who was responsible for paying and when, what "typical" annual allowed arrestee medical expenses had been, the actual cost

to be billed for specific services, and other issues.

The discussions continued in 2024 and 2025 with the new City administration, with the involvement of staff from the City Manager's Office, Police and Finance Departments. Clarifications were made when the arrestee assumes responsibility for his/her own care vs. when the City is responsible. Specific language was included in the agreement (Attachment A) clarifying case law and State statutes and drawing a bright line between arrestee and City responsibility.

Specifically, "Exhibit 1.1" (Attachment A) provides a schedule of compensation and description of services which the Hospital shall perform to medically screen a patient to ensure the arrestee's stability. The services include evaluation and management services, lab and radiology services and other diagnostic services (e.g., electrocardiogram, etc.). The agreement requires the Hospital to provide monthly, detailed invoices for the services rendered. In an effort to ensure the City receives and reviews these bills in a timely manner, City staff proposed establishing a dedicated email to which the Hospital can send the invoices. This and other updates to the billing process have improved "in custody" billing efficiency while strengthening the relationship between White Memorial and the City of Montebello.

The crafting of this agreement was a team effort – involving multiple City staff and executives from White Memorial. Approval of Agreement No. 4455 (Attachment A) will help ensure there will be no future misunderstandings about who is responsible for paying for an arrestee's medical care, and how much is to be charged for those services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend approval of Agreement No. 4455 (Attachment A) with White Memorial Hospital for the provision of in custody medical care and for the City Council to authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENT(S)

1. Professional Services Agreement No. 4455- WHITE MEMORIAL HOSPITAL_Final

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4455 WITH WHITE MEMORIAL HOSPITAL

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **January 28, 2025** ("Effective Date"), by and between White Memorial Medical Center, a nonprofit religious corporation dba Adventist Health White Memorial Montebello (the "HOSPITAL") and the CITY OF MONTEBELLO, a California municipal corporation (the "CITY"). The CITY and the HOSPITAL are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, Hospital owns and operates a general acute care hospital located in Montebello, CA.

CITY wishes to engage HOSPITAL to perform medical evaluations of arrestees ("Arrestee" is defined as a person who has been taken into custody by a peace officer). Hospital wishes to perform such services for compensation in accordance with the terms and conditions of this Agreement.

WHEREAS, the HOSPITAL 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. CITY hereby engages HOSPITAL to perform the services described in **Exhibit 1.1** (the "**Services**"). Services shall be performed in the time and manner, and by employees and agents of HOSPITAL ("**Hospital Personnel**") as described in Exhibit 1.1 and as otherwise mutually agreed by the Parties, subject to the terms and conditions of this Agreement.

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 identified in this agreement.

2. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits identified in this agreement.

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. As consideration for the Services furnished by HOSPITAL hereunder, CITY agrees to pay HOSPITAL as set forth in Exhibit 1.1. HOSPITAL shall seek and obtain compensation for the performance of the Services hereunder only from CITY, and HOSPITAL shall not bill, assess or charge any fee, assessment or charge of any type against any other person or entity for such services.

b. Pursuant to California Penal Code Section 4015 and Sharp Healthcare et al. v. County of San Diego 156 Cal. App.4th 1301, the CITY is not responsible for payment of medical services under this agreement for pre-booking medical care which states the following:

1. Nothing in this section shall be construed or interpreted in a manner that would impose upon a city or its law enforcement agency any obligation to pay the cost of medical services rendered to any individual in need of immediate medical care who has been arrested by city law enforcement personnel and transported to a hospital or medical facility prior to being delivered to and received at the county jail or other detention facility for booking.

2. It is the intent of the Legislature in enacting the act adding this subdivision to ensure that the costs associated with providing medical care to an arrested person are borne by the arrested person's private medical insurance or any other source of medical cost coverage for which the arrested person is eligible.

c. The HOSPITAL shall provide to the CITY all labor, equipment, materials and incidental necessary to provide medical services necessary for arrestees.

d. The HOSPITAL shall be compensated for performance of the Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "1.1"** and incorporated fully herein by this reference. The HOSPITAL shall provide an itemized billing statement to the CITY each month for services performed that fall within the scope of this agreement. Invoices must include Name of Arrestee, Date of Birth, Booking Number, and Dates of Medical Services Provided. The HOSPITAL shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. All invoices shall be sent electronically to PDMedBill@Montebelloca.gov.

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. (not sure what we want the term to be). This Agreement is not valid or enforceable until approved by the Montebello City Council.

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 Polie Chief. Notice can be an email or formal letter from the Chief of Police.

SECTION 4. PERFORMANCE.

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

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

c. The HOSPITAL shall be knowledgeable of and subject to all CITY ordinances, rules and regulations to which the Services are subject.

d. The HOSPITAL shall have the right to retain additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of the HOSPITAL.

e. The HOSPITAL shall retain all original reports, notes, correspondence, calculations, and other documents specifically related to the services provided by the HOSPITAL pursuant to this Agreement. Said documents, other than documents which are exempt from disclosure pursuant to the attorney-client privilege, HIPAA (as defined below in Section 25), or any other law shall be made available for inspection by the CITY upon request.

SECTION 5. INTENTIONALLY OMITTED.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the HOSPITAL and invoiced to City under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").For clarity, if Hospital or its contracted physicians determine that an Arrestee requires medically necessary services not set forth in Exhibit 1.1, Hospital and its physicians shall have the right to render such services but shall not invoice City for such services. Hospital shall have the exclusive right to bill any applicable payors, or the Arrestees themselves, for services rendered to Arrestees which are not set forth under Exhibit 1.1.

SECTION 7. CITY SUPERVISION.

The City Manager or his designee shall have the right of general supervision of all work performed by the HOSPITAL under this agreement on behalf of the City, but HOSPITAL shall retain all administrative and professional responsibility for, and authority over, patient care. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager or his designee.

SECTION 8. TERMINATION.

a. Either Party may terminate this Agreement with or without cause, by giving 60 days written notice to the other Party. Compensation would be owed and payable up until the date of termination. The HOSPITAL 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 HOSPITAL 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 HOSPITAL in the event of any default or breach by the CITY, or for any amount which may become due to the HOSPITAL. No official or employee of the HOSPITAL shall be personally liable to the CITY in the event of any default or breach by the HOSPITAL, or for any amount which may become due to the CITY

SECTION 11. INDEPENDENT CONSULTANT.

a. The HOSPITAL is and shall, at all times, remain as to the CITY a wholly independent entity. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the HOSPITAL except as expressly set forth in this Agreement. The HOSPITAL 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 HOSPITAL or its employees 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 HOSPITAL or any of its employees for performance hereunder for the CITY, the CITY shall not be liable for compensation to the HOSPITAL, the HOSPITAL's employees or the HOSPITAL's subcontractors for injury or sickness arising out of performing services hereunder, unless such injury or sickness is caused by the negligence or willful misconduct of CITY or CITY's officers, employees or agents.

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 HOSPITAL 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 HOSPITAL. The CITY shall have no responsibility to provide the HOSPITAL, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. LIMITATION ON CONTROL.

Limitation on Control. City shall neither have nor exercise any control or direction over Hospital's or its physicians' professional medical judgment or the methods by which Hospital and its physicians perform professional medical services.

SECTION 13. REFERRALS.

City shall be entitled to refer patients to any hospital or other health care facility or provider deemed by City best qualified to deliver medical services to any particular Arrestee. Nothing in this Agreement or in any other written or oral agreement between Hospital and City, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any Arrestees or business to Hospital or any Affiliate. In the event that any governmental agency, any

court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. City's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by City or any person employed or retained by City.

SECTION 14. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the HOSPITAL is a California Public Employees' Retirement System ("CalPERS") annuitant, the HOSPITAL 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 HOSPITAL. If this Agreement remains in place, the HOSPITAL 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 HOSPITAL or any employee, agent, or subconsultant of the HOSPITAL 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 HOSPITAL 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 HOSPITAL 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 HOSPITAL 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 15. LEGAL RESPONSIBILITIES.

The HOSPITAL 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 HOSPITAL to comply with this section.

SECTION 16. INDEMNIFICATION.

Each Party agrees to, and shall defend, indemnify, protect and hold harmless, the other Party, 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 other Party, 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 other Party's negligent or wrongful act, or omission under

the terms of this Agreement, except only liability arising out of the sole negligence of the other Party.

SECTION 17. INSURANCE COVERAGE.

a. During the term of this Agreement, the HOSPITAL 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 HOSPITAL'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 ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

- **Medical Malpractice Insurance** appropriate to the CONSULTANT'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the HOSPITAL maintains higher limits than the minimums shown above, the coverage limits set forth above shall not serve as a limitation of liability for HOSPITAL.

c. Where applicable, 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.

d. The HOSPITAL agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may immediately terminate this Agreement for Cause.

e. **Evidence of Insurance prior to commencement**. The HOSPITAL 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. 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

f. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the HOSPITAL 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 or additional participant, on the CGL coverage. The HOSPITAL

shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

g. The general liability policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds or additional participants, as applicable.

h. The insurance provided by the HOSPITAL 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 HOSPITAL's insurance and shall not contribute with it.

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

j. Notwithstanding the subparagraphs above in Section 16 or any other provision in this Agreement to the contrary, HOSPITAL may satisfy any or all of the coverage requirements of Section 16 (including requirements for purchased or externally secured coverages on specific ISO forms) through coverages obtained under its program of self-insurance.

SECTION 18. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The HOSPITAL shall not assign any its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY.

SECTION 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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.go

With a copy to:
Montebello Police Department
Attn: Chief Luis Lopez
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext.
Email: LLopez@Montebelloca.gov

If to HOSPITAL:
White Memorial Medical Center
Attn: Operations Executive
1720 E. Cesar E. Chavez Avenue
Los Angeles, CA 90033
323-268-5000 x15900
Email: BryantMC@ah.org

With a copy to:
Adventist Health System/West
Attn: Office of General Counsel
1 Adventist Health Way
Roseville, CA 95661
Email: law-contracts@ah.org

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail addresses 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 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the HOSPITAL shall not unlawfully discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are not unlawfully treated during employment, with regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 26. CONFLICT OF INTEREST.

The HOSPITAL 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 HOSPITAL under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The HOSPITAL further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the HOSPITAL 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 HOSPITAL 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 HOSPITAL. The HOSPITAL's covenant under this section shall survive the termination of this Agreement.

SECTION 27. HIPAA.

Hospital is a "**Covered Entity**" as such term is defined under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d *et. seq.*), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA"**). As a Covered Entity, Hospital shall implement all necessary policies, procedures, and training to comply with HIPAA and other laws applicable to the use, maintenance, and disclosure of patient-related information – including Protected Health Information ("PHI") as defined by HIPAA. City shall, at all times, abide by the requirements of HIPAA as it pertains to any disclosures of PHI. Hospital shall have sole decision-making authority as to whether PHI may be disclosed to City and, if so, what may be disclosed.

SECTION 28. MEDICARE.

To the extent required by law or regulation, each Party shall make available, upon written request from the other Party, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and such Party's books, documents and records. Each Party shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If a Party is requested to disclose books, documents or records pursuant to this Section for any purpose, the requesting Party shall notify the responsive Party of the nature and scope of such request, and responsive Party shall make available, upon a legally cognizable written request of the requesting Party, all such books, documents or records.

SECTION 29. NO THIRD-PARTY BENECIARY RIGHTS.

This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

SECTION 30. 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")	("HOSPITAL")
CITY OF MONTEBELLO	**White Memorial Medical Center, a nonprofit religious corporation, dba Adventist Health White Memorial Montebello**
_____	_____
Raul Alvarez, City Manager	Taryn Stanley, Treasurer

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit 1.1 – Schedule of Compensation

EXHIBIT 1.1

Schedule of Compensation and Services

Description of Services and Compensation

Hospital shall perform all diagnostic procedures necessary to medically screen patient to ensure Arrestee stability.

Evaluation & Management Services

HCPCS/CPT Code	Short Description	Fee
99281	ED Level 1	$16.21
99282	ED Level 2	$59.76
99283	ED Level 3	$100.87
99284	ED Level 4	$171.63
99285	ED Level 5	$248.44

Lab Services

HCPCS/CPT Code	Short Description	Fee
80307	Drug test, presumptive, instrumented	$82.06
Fin82055	Ethanol; quantitative	$25.16
80048	Basic metabolic panel	$19.57
85025	CBC with automated differential	$15.73
81002	UA non-automated, without microscopy	$5.40
81001	UA automated, with microscopy	$13.33
81025	Urine hCG, qualitative	$11.05
84702	Serum hCG, quantitative	$22.36
84484	Troponin, quantitative	$27.30
82550	Creatine kinase (CK), total	$17.88
87635	SARS-CoV-2 RNA detection (PCR)	$66.73
87426	SARS-CoV-2 antigen detection	$58.80

Radiology Services

HCPCS/CPT Code	Short Description	Fee
71045	X-ray exam chest 1 view	$147.20
71046	X-ray exam chest 2 views	$149.67
71250	CT thorax dx w/o contrast	$232.83
71260	CT thorax dx w/ contrast	$349.38
71270	CT thorax dx w/ & w/o contrast	$355.12

Other Diagnostic Services

HCPCS/CPT Code	Short Description	Fee
93000	Electrocardiogram (ECG) Global (technical and professional for AHPN provider)	$44.20
93005	ECG Tracing (technical only)	$20.80

ITEM # 8

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: **AWARD AGREEMENT NO. 4451 TO LINCOLN CONCEPTS FOR FEDERAL LOBBYING SERVICES**

DATE: January 28, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Agreement No. 4451 with Lincoln Concepts, to provide Federal Lobbying Services in response to Request for Proposals (RFP) No. 26-05 for a total not-to-exceed amount of $492,000, for a three-year (3-year) term with the option for renewal of up to two (2), additional one-year (1-year) terms; and
2. Authorize the City Manager to execute and finalize Agreement No. 4451 with Lincoln Concepts on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) of the total amount for each fiscal year; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

In response to Request for Proposals (RFP) No. 26-05 (Attachment B), Lincoln Concepts submitted a cost proposal totaling $492,000 for a 3-year agreement (Attachment A). The cost for each fiscal year is as follows: Fiscal Year 2025-2026 – $150,000; FY 2026-27 – $162,000; FY 2027-28 – $180,000. The agreement will be funded through the Transportation Department's FY 2025-26 adopted operating budget (Account No. 600-90-900-6040.95: Transit Fund – Transit Administration – Contract Services – Other Professional Services). Sufficient funding exists in this account for FY 2025-26; therefore, a budget amendment is not required. Staff will allocate adequate funding for subsequent fiscal years.

BACKGROUND/DISCUSSION:

On September 25, 2025, the City published RFP No. 26-05 (Attachment B) seeking a consultant to provide lobbying services that advance the City's legislative and funding priorities at the federal level. The scope of work included offering expert guidance on legislative strategy, identifying federal funding opportunities, and advocating for policies that align with the City's goals.

Proposals were due on Thursday, November 20, 2025, and seven submissions were received from reputable consultants: Lincoln Concepts, Townsend Public Affairs, Carpi & Clay, Inc., The Ferguson Group, Kiley & Associates, LLC, CFM Advocates, and The CrisCom Company. On December 23, 2025, a three-member Evaluation Committee reviewed the proposals using criteria aligned with the project's scope of work. The evaluation process considered factors such as cost, technical approach, and overall feasibility, ensuring each proposal was thoroughly and objectively assessed. The results of this review informed the selection of the most qualified vendor as follows:

Vendor	Panel Score
Lincoln Concepts	95.73%
Townsend Public Affairs	80.08%
Carpi & Clay, Inc.	76.50%
The Ferguson Group	76.17%
Kiley & Associates, LLC	72.48%
CFM Advocates	69.67%
The CrisCom Company	55.67%

ENVIRONMENTAL:

N/A

ANALYSIS:

Lincoln Concepts was selected based on a review of the qualitative attributes (Project Management Plan, Proposed Project Team, Experience and Qualifications, Technical Approach, and Cost Proposal) presented in their proposal (Attachment C). The Evaluation Committee indicated that Lincoln Concepts submitted the most responsive and complete proposal. In addition, Lincoln Concepts provided a comprehensive, quality proposal that demonstrated to the Evaluation Committee that they can meet the requirements outlined in RFP No. 26-05.

Lincoln Concepts has been providing federal lobbying services for over a decade, serving nearly 30 transit systems and municipal agencies across the United States. Their extensive client portfolio includes long-standing contracts with major agencies such as Pittsburgh Regional Transit, Erie Metropolitan Transit Authority, Central West Virginia

Transit Authority, and the Greensboro Transit Authority.

In addition to offering expert guidance on legislative strategy and securing key grant funding from sources like the U.S. Department of Transportation 2022 RAISE Grant, which funds surface transportation projects such as roads, bridges and other transit improvements, Lincoln Concepts tracks key legislation, drafts policy materials, supports the preparation and submission of grant applications, and coordinates meetings with members of Congress. Their proven track record reflects a commitment to strategic advocacy, policy analysis, and customer-focused solutions that meet or exceed industry standards. Acknowledging these facts, staff recommend that the City Council award Agreement No. 4451 (Attachment D) to Lincoln Concepts in response to the Federal Lobbying Services RFP No. 26-05.

SUMMARY:

Staff recommend that the City Council award Agreement No. 4451, attached hereto in substantial form (Attachment D), with Lincoln Concepts, to provide Federal Lobbying Services in response to RFP No. 26-05, for a total not-to-exceed amount of $492,000, for a 3-year term with the option for renewal of up to two (2), additional 1-year) terms; authorize the City Manager to execute and finalize Agreement No. 4451 on the City's behalf (Attachment D); authorize the City Manager to approve change orders up to an additional 10% of the total amount for each fiscal year; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Lincoln Concepts Price Sheet
2. Attachment B – RFP No. 26-05
3. Attachment C – Lincoln Concepts Proposal
4. Attachment D – Draft Agreement No. 4451

EXHIBIT D

RFP No. 26-05
FEDERAL LOBBYING SERVICES

COST PROPOSAL SHEET

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

Quantity	Description of Work	Cost of Needs
Lump sum	FEDERAL LOBBYING SERVICES	$
Year 1	2026 Federal Lobbying Services	$ 12,500 per month for 12 months
Year 2	2027 Federal Lobbying Services	$ 13,500 per month for 12 months
Year 3	2028 Federal Lobbying Services	$ 15,000 per month for 12 months
		$
		$
		$
	TOTAL	$ 492,000 for 36 months

List other costs/fees: :

Description	Cost/Fees
Washington, D.C. trips and related expenses	

Contact Information:

Name & Job Title:	Julie Chlopecki - Founder & President
Business Name:	Lincoln Conceepts
Address:	1750 Tysons Boulevard, Suite 1500
City, State, Zip Code:	McLean, VA 22102
Phone Number:	(202) 309-5675
E-mail Address:	julie@lincolnconceptsdc.com
Authorized Signature:	**Date:** November 12, 2025

City of Montebello

REQUEST FOR PROPOSALS (RFP) No. 26-05

BUS LINES

FEDERAL LOBBYING SERVICES

September 25th, 2025

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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Exhibit L – Compliance with 49 CFP Part 655

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), invites proposals from fully qualified and experienced consultants, licensed in the State of California, to provide strategic advocacy services that advance the City's legislative priorities, secure federal funding, and protect the City's interests within the federal government. The selected firm will act as a key partner, identifying relevant grant opportunities, developing, and executing a federal legislative agenda, and offering expert guidance on policy strategy, legislative language, and regulatory compliance. Responsibilities will include representing the City before Congress and federal agencies, facilitating high-level meetings in Washington, D.C., preparing advocacy materials, and coordinating with coalitions and partner agencies on shared objectives. The firm will maintain ongoing communication with City leadership, deliver timely updates and reports, and provide real-time analysis on federal developments impacting the City.

The City operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 2.6 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

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

DATE: September 25th, 2025

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 26-05

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

FEDERAL LOBBYING SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), is seeking proposals from fully qualified and experienced consultant s, licensed in the State of California, to provide strategic advocacy services that advance the City's legislative and funding priorities at the federal level. The selected firm will serve as the City's representative in Washington, D.C., offering expert guidance on legislative strategy, identifying federal funding opportunities, and advocating for policies that align with the City's goals. The firm will be expected to track key legislation, draft policy materials, support the preparation and submission of grant applications, and coordinate meetings with members of Congress, federal agencies, and other stakeholders. If selected, the firm will collaborate with City leadership to develop a comprehensive federal legislative agenda and facilitate an annual lobbying trip to the capital. Additionally, the consultant will be responsible for ensuring compliance with all applicable regulations and safety standards throughout the contract term.

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

A Pre-Proposal Meeting will be held on **Thursday, October 9th, 2025.** The meeting will convene at **1:00pm** Pacific Standard Time on Zoom – Addendum Number #1 will provide the Zoom link.

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

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

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

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, November 13th, 2025,** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

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

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

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS (30-90 Days)

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	September 25th, 2025
Pre-Proposal Meeting	Thursday	October 9th, 2025, at 1:00 PM PST -ZOOM
Deadline to Submit Questions	Thursday	October 23rd, 2025, at 3:00 PM PST
Responses to Questions Provided	Thursday	November 6th, 2025
Deadline to Submit Proposals	Thursday	November 13th, 2025, at 3:00 PM PST
Presentations & Intent to Award	January/February 2026	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 40	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
9	Bidder's List of Sub-consultant (s) (DBE and Non-DBE)	Exhibit E	
10	Certification Regarding Debarment, Suspension….	Exhibit F	
11	Performance Guarantee Certification	Exhibit G	
12	Performance Bond	Exhibit H	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit I	
14	Bank Draft	Exhibit J	
15	Certification of Drug-Free Workplace	Exhibit K	
16	Certificate of Compliance with 49 CFR Part 655	Exhibit L	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the https://pbsystem.planetbids.com/portal/33072/portal-home Portal (accessed through the City of Montebello's official website at https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839)up to the hour of **3:00 p.m. on Thursday, November 13th, 2025.**

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

Proposals shall not include a photocopy of the following:

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

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that

may impact the proposal, (3) Proposer has reviewed all addenda, and (4) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform themselves shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all the conditions, instructions, and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

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

All questions, clarifications or comments must be submitted no later than **3:00 pm, Thursday, October 23rd, 2025**. No questions will be answered individually by the City or Transportation Department.

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

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

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

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

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions,

requirements, and difficulties under which the work must be performed. No proposing company shall, at any time, after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

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

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

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

PRE-CONTRACTUAL EXPENSES

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

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

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

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required to perform the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the

City. Successful Proposer's personnel shall always conduct themselves in a professional manner to all City employees. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-consultant s of successful Proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful consultant (the "Consultant "), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Consultant and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to:

City of Montebello
Attn: Accounts Payable
1600 West Beverly Boulevard
Montebello, California 90640

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

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

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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

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

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

SCOPE OF CONTRACT

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

PERFORMANCE OF WORK

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

AWARD OF CONTRACT

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

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

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

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

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

POINT OF CONTACT

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

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

Email: RFierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

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

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

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

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

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

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

EVALUATION CRITERIA

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

QUALITATIVE CONSIDERATIONS

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

1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	**20 points**
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with lobbying services	**10 points**
3	**Qualifications and Experience** The proposer shall demonstrate experience providing lobbying services of a similar magnitude and complexity, highlighting proven success in representing municipal interests at the federal, state, and regional levels. A comprehensive catalog of lobbying service experience and expertise should be presented, with emphasis on prior engagements that would be most advantageous to the City.	**25points**
4	**Technical Approach** Consultant will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	**30 points**
	TOTAL	**85 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The Proposer's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	**15 points**
	TOTAL	**25 points**

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

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

LIQUIDATION DAMAGES

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

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

BOND REQUIREMENTS

Bid Guarantee

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

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

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

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

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

Performance Guarantee

A Performance Guarantee in the amount of 5% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Consultant and shall remain in full force for the term of the Agreement.

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

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

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

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

SECTION 4 – SCOPE OF WORK

BACKGROUND

The City of Montebello (City) and Montebello Bus Lines (MBL) are seeking proposals The City of Montebello (“City”) is seeking Proposals from qualified and reputable lobbying firms to perform federal lobbying services. The chosen lobbying firms(s) shall advocate for the City’s legislative priorities and monitor specific legislation impacting the City’s interests and established priorities.

The initial term of the contract will be for a three (3)-year period, with the ability to renew for up to two (2) additional one (1)-year terms based on the successful performance of the lobbying firm and the needs of the City.

SCOPE OF WORK

The Scope of Work entails providing federal lobbying services for the city. In accordance with this Request for Proposals ("RFP"), the services will include the following:

Federal Lobbying Services

A. Awareness of City interests and identification of priorities
    - Identify and pursue federal funding opportunities that align with the City's priorities, including grants, appropriations, and other funding mechanisms.
    - Provide strategic guidance on the organization, content, and formatting of funding requests, legislative materials, and advocacy documents.
    - Assist City leadership in identifying, preparing, and submitting grant applications to federal agencies, ensuring compliance and maximizing competitiveness.
    - Monitor and facilitate the progress of funding applications through federal agencies and provide follow-up support.
B. Advocacy for City priorities
    - Develop and recommend strategies for advocating the City's position on priority issues with legislators, officials, and staff.
    - Draft legislation and/or amendment language to support City priorities; obtain sponsors for bill introduction or amendment language and advocate for introduced bills.
    - Track and analyze federal legislation, regulatory changes, and budget proposals affecting the City, and provide recommendations for action.
    - Draft policy briefs, talking points, testimony, and correspondence for City officials as needed.
    - Facilitate an annual lobbying trip for city officials to travel to Washington DC and meet with members of Congress, congressional staff, federal agency staff and tribal staff to advance the City's priorities and interests. Develop briefing materials and talking points as needed.
    - Act as the City's liaison with members of both houses, their staff, agency and executive officials.
    - Collaborate with coalitions, municipalities, public agencies, and partner organizations to advance shared federal policy objectives.
C. Legislative tracking
    - Review proposed and introduced bills, executive proposals, and administrative rules and regulations. Advise the City of any items that are relevant to the city.
    - Attend and monitor congressional committee and agency hearings of importance to the city.
D. Communication with City Officials
    - Maintain ongoing communication with City leadership, providing timely updates on federal activities, policy developments, and funding opportunities.

- Deliver monthly written updates and quarterly reports detailing advocacy efforts, legislative activities, and key outcomes.
- Provide real-time alerts on federal legislation, regulatory changes, and funding opportunities requiring immediate City action.
- Prepare and distribute memos, informational bulletins, and policy briefs on federal programs and policies affecting the City and its residents.
- Work with City leadership to develop an annual federal program outlining the City's legislative priorities, goals, and interest areas to be pursued with Congress and the executive branch.
- Assist the City in responding to federal regulatory changes and compliance requirements.
- Offer personalized briefings and presentations to the Mayor, Council, and City staff on federal matters of strategic importance.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

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

FIRM QUALIFICATIONS

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

A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.

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

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL LOBBYING SERVICES

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

RECITALS

WHEREAS, CITY desires to retain a qualified professional CONSULTANT to conduct federal lobbying services; and

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

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

WHEREAS, CONSULTANT responded to CITY's Request for Proposals dated September 25th, 2025 (RFP No. [26-05]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement.

b. RFP No. 26-05, attached hereto as **Exhibit "A."**
c. CONSULTANT 'S Proposal to RFP No. 26-05 dated ……., 2025, attached hereto as **Exhibit "B"**.
d. CONSULTANT 'S "Best and Final Offer" to RFP No. 26-05 dated ……., 2025, attached hereto as **Exhibit "C".**
e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

C. Documents are provided in CONSULTANT 's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and

hold CONSULTANT , its sub-consultant s, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall the CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining 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.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services 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 CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work

or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. 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 CITY shall be employed by CONSULTANT during the Term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONSULTANT .

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

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

C. CITY shall not deduct from the Compensation paid to 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 CONSULTANT . CITY shall have no responsibility to provide CONSULTANT , its employees or sub-consultant s with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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 CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect all following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with 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): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent consultant s, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit. *(Subject to change)*

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

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials,

employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its sub-consultant s, if any, to do likewise under their workers' compensation insurance policies. *(Subject to change)*

By executing this Agreement, CONSULTANT further certifies as follows:

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

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONSULTANT 's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work. *(Subject to change)*

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

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

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

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

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

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an

endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. 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.

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-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 CONSULTANT and shall not bind or purport to bind CITY and shall not release 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-consultant s. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to 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 Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 22. NOTICE.

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

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

CONSULTANT
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, 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. 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.

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

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and 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.

CITY OF MONTEBELLO	**CONSULTANT**
_____	_____
Raul Alvarez City Manager	Name and Title
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez

City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 26-05

FEDERAL LOBBYING SERVICES

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

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

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

The proposer certifies that it has:

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

4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The proposer further certifies that:

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

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

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone

_____

Fax

_____

Signature of Authorized Official Signature of Authorized Official

Typed or Printed Name	Typed or Printed Name
_____	_____
Title	Title
_____	_____
Date	Date
_____	_____

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

_____ _____

For proposals requiring licenses the following information is required:

Consultant ’s License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.26-05, FEDERAL LOBBYING SERVICES

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub consultant s, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 26-05 **FEDERAL LOBBYING SERVICES** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

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

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

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

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1

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

2

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

3

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

EXHIBIT C

INSURANCE

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

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

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit. *(Subject to change)*

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant 's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person. *(Subject to change)*

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses. *(Subject to change)*

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $2,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement. *(Subject to change)*

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior

written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

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

EXHIBIT D

RFP No. 26-05
FEDERAL LOBBYING SERVICES

COST PROPOSAL SHEET

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

Quantity	Description of Work	Cost of Needs
Lump sum	FEDERAL LOBBYING SERVICES	$
		$
		$
		$
		$
		$
		$
	TOTAL	$

List other costs/fees: :

Description	Cost/Fees

Contact Information:

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

EXHIBIT E

Bidder's List of Sub-consultant s (DBE and Non-DBE)

Part I

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

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

Part II

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

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

EXHIBIT F

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

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

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

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

THE PRIMARY PARTICIPANT_____ CERTIFIES
(Firm Name/Principal)

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

_____
Signature and Title of Authorized Official

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

_____
Signature of Attorney Date

EXHIBIT G

PERFORMANCE GUARANTEE CERTIFICATION

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

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Consultant ’s Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT H

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____

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

_____

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

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

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

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

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

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

1. Complete the Contract in accordance with it terms and conditions, or

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

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

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

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

_____ (SEAL)

_____ (TITLE)

WITNESS SURETY

_____ (SEAL)

_____ (TITLE)

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

EXHIBIT I

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

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

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

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

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

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

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.

2. The Beneficiary is making a drawing under the Letter of Credit.

3. An Event of Default has occurred under Contract No.

4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

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

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT J

BANK DRAFT

FOR VALUE RECEIVED

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

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

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXHIBIT K

Certification of Drug-Free Workplace

I,_____, hereby certify on behalf of

(Name of authorized official)

_____that:

(Name of company)

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

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

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

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

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

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

Certification

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

Executed this_____ day of_____, 20_____

By_____

(Signature of Authorize Official)

_____

(Title of Authorized Official)

Bidder_____

EXHIBIT L

Certificate of Compliance with 49 CFR Part 655

Prevention Of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Bider hereby certifies that

A. Anti-drug Use and Alcohol Misuse Program

(Choose one Alternative with an X in the box)

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

Or

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

B. Drug and Alcohol Testing Program

(Choose on alternative with an X in the box)

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

Or

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

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

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

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

C. Certification

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

Bidder/Proposer: _____

Authorized Representative:_____

Signature of Authorized

Representative:_____

Title:_____Date:_____

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Response to Request for Proposal

(RFP NO. 26-05)

FEDERAL LOBBYING SERVICES

Submission by Lincoln Concepts
November 12, 2025

Julie Chlopecki
Founder and President
julie@lincolnconceptsdc.com
(202) 309-5675

Lincoln Concepts
1750 Tysons Boulevard, Suite 1500
McLean, VA 22102

LINCOLN
CONCEPTS

November 12, 2025

City of Montebello Transportation Department
Attention: Robert Fierro
Acting Senior Management Analyst
400 South Taylor Avenue
Montebello, CA 90640

Dear Mr. Fierro:

It is our pleasure to respond to the City of Montebello | Montebello Bus Lines (MBL) RFP for Federal Lobbying Services. We have enjoyed working with you over the past six months and hope that we can continue to collaborate on ideas and a vision that will help define MBL over the next decade.

As you are aware, 2026 will be an important year in federal transportation and infrastructure policy development. Many of the authorizations in the Infrastructure Investment and Jobs Act (IIJA) are expiring and Congress has already begun work on crafting new legislation. Municipalities and their respective transportation departments have an opportunity to help influence the outcome of the reauthorization legislation, which will determine federal transportation funding for the next five years and beyond.

The current Administration and its Department of Transportation support rebuilding transportation infrastructure that focuses on improving safety, innovation, quality of life and fast replacement of aging infrastructure.

Our past work to help influence the authorization of funding programs in the IIJA, annual appropriations bills, and other key legislation will benefit MBL's ability to get results and achieve priorities.

Our project team consists of senior professionals, some with over 30 years of legislative, political, urban planning and grant writing experience and deep relationships with Republicans and Democrats. We strongly believe that MBL's legacy of success will be buoyed most by professionals that understand the city, the agency, the state and region, and how to influence the state of play in Washington, D.C.

We are committed to providing top-level, quality services and will be at the ready to respond to the City of Montebello and MBL leadership and staff around the clock. I will serve as your contact. Thank you again for inviting Lincoln Concepts to respond to the RFP.

With kind regards,

Julie Chlopecki
Founder & President

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Project Management Plan

Washington, D.C. is a different place today than it was a year ago. Adapting to a challenging environment requires a strong team, experienced professionals with relationships in both parties, both coasts and the proven "chops" to succeed in any political environment.

Over the course of several decades, the Lincoln Concepts Project Team has demonstrated advocacy at state local and federal level while managing complex transit, infrastructure, and public safety projects. To be successful, high impact projects must navigate a variety of stakeholders, regulations, and funding sources that often have competing timelines and priorities. An extensive knowledge of the policy making process, deep connections with federal and regional decisionmakers, and a familiarity with public funding programs has allowed us to consistently position clients to achieve their objectives.

We help clients integrate a project's competing stakeholders, timelines, and regulations into a comprehensive, long-term plan. During this planning process we help match individual project components with the most suitable funding programs, and we help clients forecast when they will be submitting specific funding requests. We bring clients to the policymaking table to create or expand funding programs to serve their future needs. Crucially, we have a strong sense of timing. We know the policymaking process, and we have a finger on the pulse in D.C., so we know when to make moves and how to frame outreach strategies. Combining strategic planning and an awareness of current events is the key to thriving in a constantly changing political environment.

The Lincoln Concepts Project Team has used this approach with the City of Montebello (City) and Montebello Bus Lines (MBL) since March 2025 and fully understands the scope of work, associated tasks and performance expectations presented in RFP-26-05 especially as they pertain to achieving the following objectives:

- Identifying and Devising Strategies to Secure Federal Funding
- Pursuing Major Funding Opportunities and Investigating Others
- Assisting with Grant Applications, Agency follow-up, and Draw Down assistance
- Analyzing, Writing, Tracking and Promoting Legislation
- Organizing and implementing Washington, D.C. visits
- Maintaining Consistent, Impactful Communication

While we understand the scope of work as written, we also recognize value lies in our ability to position the city to consistently secure federal dollars – using statutory language, new and previously passed legislation, and knowledge of the legislative and political processes to access or create new federal funding opportunities.

We will continue to position MBL as a leader, as a positive contributor to transportation and infrastructure policy, and as a respected voice in Washington, D.C. as well as in the Los Angeles region.

To help create a "seat at the table" from the outset of our work, these are some of the things that were accomplished:

- City and MBL responded to U.S. House & Senate request for surface transportation reauthorization priorities and input in **May 2025**.
- City and MBL officials visited Washington and met directly with the Committees writing surface transportation reauthorization legislation in **July 2025**.
- City and MBL responded to U.S. Department of Transportation's request for input on the next surface transportation reauthorization bill and the agency's strategic plan in **August 2025**.
- City and MBL wrote a letter in support for Sen. Padilla's "Fix Our Forests Act" and circulated to the CA delegation as well as House and Senate Natural Resources Committees in **August 2025**.
- City and MBL wrote a letter to FTA Administrator Marcus Molinaro inviting him and his staff to visit Montebello and to express a willingness to collaborate in **August 2025**.

Implementing the steps needed to secure federal funds, and developing a cohesive strategy is behind everything we do, and everything we do is designed and choreographed to position clients for success.

We believe that every communication and action – even the seemingly simplest of things - can make an impact. Recognizing opportunities (sharing priorities, participating in hearings, writing letters of support, providing testimony, and meeting regularly with

Congress and the Administration to deliver the right messages to the right audience) is a key to longstanding success.

Our team is routinely involved in influencing the legislative process. Here are examples of how we were able to use this process to impact funding during consideration of the Infrastructure Investment and Jobs Act (IIJA) in 2021 and the Water Resources Development Act of 2022:

> Through testimony delivered by a Los Angeles County client at a U.S. House Natural Resources Committee, the case was made to increase U.S. Bureau of Reclamation funding caps from $20 million to $30 million for projects authorized under Title XVI programs. The funding caps were ultimately increased, and the client has been able, in years since, to secure an additional $40 million in grant funds for eligible projects.
>
> During work on the Water Resources Development Act (WRDA) of 2022, our client requested, and we advocated for, a modification to an existing U.S. Army Corps of Engineers (USACE) Environmental Infrastructure program authority. As a result, Sec. 219 of the Water Resources Development Act of 1992, as amended, authorized funds

for the U.S. Army Corps of Engineers to carry out projects for "wastewater and water related infrastructure" in Los Angeles County and increased the overall funding authority of the program. The authority modification has helped communities with of per- and polyfluoroalkyl substances (PFAS) pay for remediation.

As the City's and MBL's advocate in Washington, we would continue to apply our understanding of authorizing legislation and appropriations bills to pursue evolving priorities and to create new funding streams. Our approach is traditional and methodical, but we are creative. We know Congress and the Administration appreciate thoughtful due diligence, adherence to protocol and professionalism, and respect for process. We understand and will continue to uphold those principals and build on our efforts to date to deliver results for the City and MBL.

Project Team

Lincoln Concepts was established in 2014 and is a woman owned small business. We are an innovative government affairs firm that believes in a smart, highly strategic approach to achieving our clients' objectives. Our professionals are veterans of the legislative and political processes. Clients include corporations, municipalities and trade associations.

Delta Development Group Inc. is a privately owned consulting firm headquartered in Camp Hill, Pennsylvania and was founded in 1988. Delta delivers specialized consulting services in community and economic development planning, public funding, government relations, transportation and disaster preparedness. Clients include federal, state and county government agencies, transit and multi-municipal authorities, non-profits, certified economic development organizations, colleges and universities, hospitals, real estate developers, human service providers and school districts.

Our team brings together creative minds from business, politics, and government - experienced, hands, seasoned from stints in tough political campaigns or in the trenches on Capitol Hill as well as urban planners who maintain membership in the American Institute of Certified Planners (AICP), a national organization that recognizes planners who adhere to a professional code of ethics and standards of planning practice.

Principals from Lincoln Concepts and Delta Development Group, will be collaborating to deliver services to MBL in this proposal. We have worked together on projects since the early 1990's, under the Administrations of George H.W. Bush, William J. Clinton, George W. Bush, Barack Obama, Donald J. Trump (1st term), Joseph R. Biden and Donald J. Trump (2nd term).

Each Project Team member is available to assist MBL and carry out federal lobbying, advocacy and grant support services and each serves as a point of contact to perform the RFP's scope of work. Team members will not be substituted with other personnel without approval. Our Project Team will work closely with MBL leadership and staff to discuss, develop and implement strategies to achieve objectives on a continuing basis.

JULIE CHLOPECKI

Julie Chlopecki has more than 30 years of experience. She provides strategic advice and counsel to a variety of clients working to influence the crafting of policy and the outcome of federal legislation, primarily in the areas of appropriations, energy, environment, infrastructure, technology, and transportation. Julie is active politically in local, state and national politics.

Julie spent nearly 10 years as a consultant at Ann Eppard Associates, Ltd., a power-house D.C. lobbying firm. (Ann was the former Chief of Staff to Rep. Bud Shuster (R-PA) who was Chairman of the U.S. House Transportation & Infrastructure Committee from 1995-2001.) Throughout

her career, Ms. Chlopecki has represented the interests of dozens of corporations, associations and public entities, including the Airline Owners and Pilots Association, AECOM, the American Beverage Institute, America's Infrastructure Alliance, FedEx, GTE, the Lennox School District, Los Angeles MTA, Miami Dade County, Outdoor Advertising Association of America, the Pennsylvania Turnpike Commission, the Port of Corpus Christi, TX, San Juan Tren Urbano (Puerto Rico), Union Pacific Railroad, United Airlines and U.S. Maglev Development Corporation. Current clients include Buchanan Ingersoll & Rooney, Delta Development Group, First In Math, Montebello, CA, Piedmont Municipal Power Agency, the City of Pittsburgh, Pittsburgh Regional Transit, Rio Hondo College, Solano County Water Agency, Solebury Township, PA, and the Water Replenishment District of Southern California.

Over the years, Julie has worked to affect the outcome of annual appropriations legislation, the National Highway System Designation Act (NHS), the Transportation Equity Act for the 21st Century (TEA-21), the Aviation Investment and Reform Act (AIR-21), SAFETEA-LU, MAP-21, the FAST ACT, the Infrastructure Investment & Jobs Act (IIJA), Water Resources Development Acts since 1992, including 2008, 2014, 2016, 2018, 2020, 2022, and 2024. the American Rescue Plan Act (ARPA), Consolidated Appropriations, Continuing Resolutions, comprehensive energy and tax legislation and a host of other issues in both large and small packages and as free-standing legislation. She has helped secure hundreds of millions of dollars for clients as well as to promote their interests to local, regional, and national audiences.

Earlier in her career, Julie served as a senior staff member to Rep. William F. Clinger (R-PA), providing advice on defense, education, energy, foreign affairs, and transportation and infrastructure issues. She has worked on congressional, gubernatorial, and presidential election campaigns and spent time in Great Britain's House of Commons working for a Member of Parliament.

Julie served consecutive three-year terms on the Virginia Horse Industry Board after having been appointed by then Governor Tim Kaine (D-VA). The group is responsible for the promotion and economic development of the state's $1.2 billion horse industry. The horse board's program priorities from year to year include providing grant funding to support education, marketing, and research initiatives. In 2025, Julie joined the Board of Trustees of the National Museum of Racing & Hall of Fame. The Museum honors the achievements of American Thoroughbred racehorses, jockeys and trainers.

Julie is a graduate of Miami University, Oxford, Ohio, and holds a degree in Diplomacy and Foreign Affairs.

DARREN J. ASPER, PP, AICP

A member of the American Institute of Certified Planners (Certificate #067202), and a licensed Professional Planner in the state of New Jersey (License #33LI0061830), Darren Asper provides clients of Delta Development Group expertise in various areas of planning, disaster preparedness, health care services, freight rail, funding and finance, and economic development. As Senior Vice President, Community and Economic Development, and a Delta shareholder, Darren leads a growing and diverse team of experts in economic and community planning, funding strategy development, market analysis, facilitation, disaster preparedness solutions, and higher education consulting.

With expertise that has served clients throughout the country, Darren leads a variety of programs, from downtown redevelopment plans to the development and implementation of funding strategies for redevelopment, recreation, transportation, community development projects, and health care facilities. Among his accomplishments was the development and implementation of economic and community development projects facilitating significant growth in Lycoming County, PA. His efforts on planning projects have led to recognition by the Pennsylvania Planning Association for "Outstanding Community Initiative." Recently, Darren managed a comprehensive review of the New Jersey Urban Enterprise Zone Program. This effort was recognized by the Pew Center on the States as an outstanding example of policy assessment. In addition to his award-winning efforts, Darren has been an instructor for the Pennsylvania Planning Association, International Economic Development Council, and the Pennsylvania State University Economic Course.

Darren also leads planning and economic development efforts related to health care facilities. He has focused on health care facility expansion and development.

Prior to joining Delta Development Group, Darren was an aviation planning consultant in Cincinnati, OH, where he completed land use studies, econometric analysis, airport master plans, and environmental assessments. Previously, he was a community planner with the Chester County Planning Commission, where he managed the preparation of municipal comprehensive plans and planning studies and assisted communities in zoning ordinance amendment procedures. Darren currently serves on the South Middleton Township Zoning Hearing Board.

EDUCATION/EXPERIENCE

B.S. – Regional Planning – Indiana University of Pennsylvania

Masters of Science Urban and Regional Planning – Virginia Polytechnic Institute and State University

Real Estate Finance Certification – Urban Land Institute

LUKE GALYEN

Luke brings research, analytical, and bilingual communication skills to Delta's team. At Delta, Luke assists the Development Services team working collaboratively with clients on implementation of economic development strategies as well as researching federal and state economic development programs and assisting with the completion of comprehensive grant proposals and loan applications.

Before becoming a part of Delta's team, Luke graduated with degrees in Politics and Economics from Messiah University. The combination of these majors allowed him to develop a range of skills including writing, quantitative and qualitative analysis, and an understanding of political and economic systems. Luke also participated in multiple internships while in college. During these internships, he applied his research skills to produce a presentation on financial centers for the Director of Clearing and Risk for the Commodities and Futures Trading Commission (CFTC) and to provide an overview of the history of how derivatives have been regulated in the United States. Luke has also worked with PA property tax data.

After graduating, Luke did a nine-month leadership development program in Washington, D.C. This program included interning with the communications team of a think tank, the Center for Public Justice. As an intern, he managed newsletter production and social media accounts and helped produce press releases. Luke's capstone project for the program was to write the standard operating procedure for his organization's new marketing platform.

Luke lived in Spain for nine years and can read, write, and speak Spanish fluently.

EDUCATION/EXPERIENCE

B.A.—Politics and Economics, Messiah University

Intern—Research Assistant, Director of Clearing and Risk—Commodities and Futures Trading Commission

Fellow/Intern—Falls Church Fellows Program, Center for Public Justice

DANE HIGBEE

Dane brings in-depth analytical, writing, and communication skills to the Delta team. At Delta, Dane assists the Community and Economic Planning and the Development Services teams in developing innovative, accurate, and client-oriented deliverable products. Dane, a resident of Franklin County in Southcentral Pennsylvania, has roots in Northwestern Pennsylvania's Venango County. Paired with his extensive project work in Eastern Pennsylvania, Dane has vast institutional knowledge of Commonwealth communities, planning practices, and local and regional economies. His planning insight transcends state boundaries into New York, Maryland, West Virginia, and Ohio.

During his time at Delta, Dane has served as a valued team member and leader on numerous projects in the Community Planning and Development, Development Services, and Transit Services practice areas. Dane's passion for community planning work has left its mark across the Commonwealth, with his in-depth analytical skills providing a basis for community economic development strategies, market analyses, and revitalization plans in Pennsylvania's Northern Tier, the City of Williamsport, and Clarion County. He has also assisted in securing state and federal funds for multiple businesses and non-profit clients, including Lycoming College, Carbon County, PA and UPMC Susquehanna. Dane's experience in public outreach was an asset to the Delta Transit Services team in its effort to develop a route study for the Central West Virginia Transit Authority. In addition, he has conducted GIS route mapping and operational analysis for additional transit clients.

EDUCATION

Bachelor of Science in Regional Planning and Land Use, Concentration in GIS - Indiana University of Pennsylvania

CHRISTIAN MUNIZ

Christian joined Delta in the spring of 2020, after 20 years of public and private sector government affairs experience with the Commonwealth of Pennsylvania. As a Senior Consultant, he develops community planning and public funding strategies for private companies, developers, educational institutions, and municipal and county governments. As a registered state lobbyist, he employs his deep understanding of state government and legislative processes to further advance clients' government affairs needs.

Christian's professional background includes serving in the U.S. Navy, the private sector, and Pennsylvania government and politics. Immediately prior to joining Delta, he spent a decade as a contract lobbyist, representing clients before all four legislative caucuses, the Governor's administration, and all pertinent agencies on public policy proposals, state budgetary allotments, procurement and economic development. His most active lobbying revolved around municipal tax and pension reform, rural broadband expansion, pre-kindergarten and higher education funding, economic development, and intellectual disability care policy and funding. Prior to lobbying, Christian served in state government, first as a legislative staffer to a former Pennsylvania House of Representatives leader and later as the Legislative Director at the Department of Community and Economic Development (DCED) under former Governor Ed Rendell.

Christian resides in Carlisle where he is active in his community, currently serving as the Chair of the Carlisle Borough Planning Commission. He also serves on the board of directors for SPIN, Inc., a Philadelphia-based nonprofit providing autism/intellectual disability support and inclusive early childhood education to individuals and families across the Lehigh Valley and southeastern Pennsylvania. Christian is a U.S. Navy veteran, having served as a cryptologist from 1988 through 1994.

EDUCATION

B.A., International Studies, Cum Laude, Dickinson College, Carlisle, PA lRussian Language, Defense Language Institute Foreign Language Center, Monterey, CA

Qualifications and Experience

Lincoln Concepts Project Team members have decades of experience developing federal funding strategies for clients. We have used our experience, knowledge of the legislative process, and relationships, in many cases formed over the duration of our 30+ year careers, to influence decision makers and help deliver hundreds of millions of dollars for clients. Relevant project examples are highlighted below.

PROJECT EXAMPLE #1

Water Replenishment District (WRD)
Groundwater Reliability Improvement Project (GRIP) | Albert Robles Center (ARC) - Los Angeles, California

Dates of Service: 2009-present

Role: Helped to secure nearly $30 million in funding through the U.S. Bureau of Reclamation's Title XVI WaterSMART grant program authorized under the Water Infrastructure Improvement for the Nation Act (WIIN). Provided government affairs services like those sought in MBL RFP No. 26-05.

Grant Funding:
2017 - $4,291,500
2018 - $4,184,193
2019 - $6,000,000
2022 - $15,654,000

Total Project Cost: $150,654,000

Project Description: Designed to offset the use of imported water, and a cornerstone of WRD's Water Independence Now (WIN) Program, the ARC was built to purify approximately 10,000-acre feet of recycled water annually to near-distilled levels through an advanced water treatment facility. The project has allowed WRD to deliver more water to the San Gabriel Coastal Spreading Grounds where it percolates into the Central Basin.

Project Benefits: ARC provides clean drinking water for the region and features a state-of-the-art environmental education facility. The project helped launch WRD's WIN 4 ALL 2040 plan for regional water independence and sustainability.

Contact:
Angie Mancillas
Director, External Affairs
Water Replenishment District
4040 Paramount Boulevard, Lakewood, CA 90712
(562) 275-4231
amancillas@wrd.org

PROJECT EXAMPLE #2

Buchanan Ingersoll Rooney
New Pathways to Equity - City of Pittsburgh, Pennsylvania

Dates of Service: 2017-present

Role: Helped to secure a U.S. Department of Transportation 2022 RAISE Grant during the Biden Administration. Provided government affairs services like those sought in MBL RFP No. 25-05. The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant program provided an opportunity for the U.S. DOT to invest in road, rail, transit, and port projects that promise to achieve national objectives. Previously known as BUILD and TIGER. Congress dedicated nearly $12.3 billion for 14 rounds of National Infrastructure Investments to fund projects that had a significant local or regional impact. The Infrastructure Investment and Jobs Act (IIJA) of 2021added $1.5 billion per year to this program.

Grant Funding 2022: $11,320,000

Total Project Cost: $14,150,000

Project Description: The project funded construction activities associated with improvements to the public right-of-way in the "Hill District" in Pittsburgh. Improvements included the reconstruction of intersections, street corridors, and city steps, and the installation of traffic calming measures, sidewalks, and green infrastructure.

Project Benefits: The project's aim was to help revitalize the Hill District, an historically African American neighborhood, and community that has suffered deterioration and disconnection from the business district of Pittsburgh through disinvestment. By making ADA-compliant pedestrian infrastructure improvements, the project safely connected low-income residents to transit hubs and employment opportunities. New electric vehicle charging options and low-impact development stormwater infrastructure, that were part of the project, contributed to infrastructure resiliency and environmental sustainability.

Contact:
Mike Strazzella
Buchanan Ingersoll Rooney
1700 K Street, N.W., Suite 3000, Washington, D.C. 20006
(202) 452-7900
michael.strazzella@bipc.com

PROJECT EXAMPLE #3

Delta Development Group
Gateway 228 Capacity & Safety Improvement Project – Butler County, Pennsylvania

Dates of Collaboration: 1995-present

Role: Part of a team that helped secure U.S. Department of Transportation 2018 and 2020 BUILD Grants during the first Trump Administration. Provided government affairs services like those sought in MBL's RFP No. 26-05. The Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program supports rail, transit, road, and port infrastructure. U.S. DOT created BUILD to replace the Obama Administration's Transportation Investment Generating Economic Recovery (TIGER) grant program that was introduced in 2009.

Grant Funding 2018: $20,000,000

Total Project Cost: $270,000,000 - Route 228, a 26-mile freight and commuter corridor

Project Description: The project helped realign and widen to 4 lanes the approximately 1.5-mile Balls Bend and the approximately 0.75-mile Haines School Commonwealth sections of Route 228, including adding turn lanes, medians, connecting access roads, and pedestrian/bicycle facilities. This project is part of a larger effort to widen approximately 26 miles of Route 228 in Butler County.

Project Benefits: By realigning the roadway to eliminate curves and gradients and thereby improving site distances and eliminating pooling water or ice, and adding turn lanes and access road connections, the project reduced the number and severity of crashes.

Grant Funding 2020: $25,000,000

Total Project Cost: $270,000,000 - Route 228, a 26-mile freight and commuter corridor

Project Description: The project constructed roadway, intersection, and pedestrian improvements along three segments of State Route 228 as part of a larger project on the 26.4-mile corridor. Various improvements included widening lanes, adding turn lanes, converting intersections to roundabouts or jug handles, installing ADA ramps, adding multi-use paths, upgrading signals, and adding pavement markings. This project connects the BUILD 2018 Gateway 228 project.

Project Benefits: The crash rate for the project area was 36.7% higher than the statewide crash rate, with multiple school student or school bus-involved crashes in recent years. The project improved safety by adding turning lanes, widening the road, and improving pedestrian facilities in the area, and continues to promote economic competitiveness in a rapidly growing area that faces congestion.

Contact:
LeRoy Kline, President & CEO
Delta Development Group
225 Grandview Avenue, Suite 301, Camp Hill, PA 17011
(717) 441-9030
ldk@deltaone.com

PROJECT EXAMPLE #4

Suntex International, Inc.
New York State Expanded Math Access Program for Grades K-5 – New York State

Dates of Service: 1992-present

Role: Helped to secure funding for two consecutive 5-year mathematics grants from New York State to implement a state-wide math program for students in grades K-8. Provided government affairs services like those sought in RFP No. 26-05.

Grant Funding 2021: $7,500,000

Grant Funding 2025: $11.250,000

Project Description: The New York State Department of Education (NYSED) worked with local, state, and federal stakeholders over the past several years to refresh and create New York State Learning Standards to better prepare New York State (NYS) students to be successful in college, the future workforce, and citizenship.

Project Benefits: As a result of these grants, over 1 million students across New York State have access to online, standards-based math games and activities at no cost to NYS school districts, students or families.

Contact:
Nan Ronis, Executive Vice President
Suntex International
3311 Fox Hill Road
Easton, PA 18045
(610) 253-5255
nan@24game.com

PROJECT EXAMPLE #5

Borough of State College
State College, Pennsylvania

Dates of Service: 2022-present

Services

- Public Funding
- Stakeholder Outreach
- Legislative Outreach
- Federal & State Lobbying
- Comprehensive Community

- Planning
- Grant Administration
- Compliance & Drawdown

Overview: Delta Development is currently working with the Borough of State College (Borough) to identify priority projects that support the Borough's long-term community and economic development goals and to develop applications and a communication strategy to secure state and federal funding to support these projects. To date, Delta has assisted the Borough in securing and managing over $34.6 Million in public funding including:

- $15.8M US DOT Safe Streets for All (SS4A)
- $3.1M PennDOT Transportation Infrastructure Investment
- $2.75M Pennsylvania Commonwealth Finance Authority (CFA) ARPA H20
- $1.59M Federal Transportation Housing and Urban Development Earmark Funding
- $2.9M in ARPA Local Government Law Enforcement
- $2.4M in PennVEST Loan Funding for Sewer Replacement Project along major transportation corridor.
- $1.5M in federal Transportation Alternatives Set-Aside Funds for joint initiative with College Township for transportation alternative project.
- $500,000 in CFA Multimodal Transportation Funds for a joint initiative with College Township
- $3M Pennsylvania Infrastructure Bank Loan

Stakeholder and legislative outreach to secure support for these projects, included highlighting economic impact, project readiness, and the ability to leverage existing funds. Delta also provides the Borough with compliance and drawdown support for secured funding and comprehensive community planning services.

Contact:
Thomas Fountaine, II | Borough Manager
243 South Allen Street | State College, PA 16801
(814) 234-7110
TFountaine@statecollegepa.us

PROJECT EXAMPLE #6

Western Reserve Transit Authority – Youngstown, Ohio

Dates of Service: 2020- Present

Services:

- Funding Strategy
- Application Development
- Federal Lobbying
- Grant Management
- Bid Compliance
- Drawdown Assistance

Delta is currently engaged to assist the Western Reserve Transit Authority (WRTA of Youngstown, Ohio with public funding and technical assistance services to support WRTA priority projects. As part of this agreement, Delta reviews and analyzes project components to develop a list of potential private, local, state and federal funding sources that could offset project costs in accordance with proposed implementation schedules.

To date Delta has assisted WRTA in securing $5.6M in US DOT Bus and Bus Facilities funding and a $2.9M US DOT RAISE grant for engineering, final design and planning for WRTA's Federal Street Station multi-modal transit facility. With Delta's guidance and assistance WRTA identified priority projects, matched funding sources to eligible project components, lobbied for legislative and stakeholder support and compliance and drawdown of funds.

Contact:
Dean Harris
Executive Director
604 Mahoning Avenue, Youngstown, OH 44502
(330) 744-8431
dharris@wrtaonline.com

TRANSIT CLIENT EXPERIENCE

Altoona Metro Transit (AMTRAN) PA

Butler Transit Authority (BTA) PA

Cambria County Transit Authority (CamTran) PA

Central West Virginia Transity Authority (CENTRA) WV

Centre Area Transportation Authority (CATA) PA

County of Lackawanna Transit System (COLTS) PA

DuBois, Falls Creek, Sandy Township Joint Transportation Authority (DuFAST) PA

Eastern Panhandle Transit Authority (EPTA) WV

Erie Metropolitan Transit Authority (EMTA) PA

Fayette Area Coordinated Transportation (FACT) PA

Freedom Transit PA

Fullington Bus State College PA

Greene County Transit (GCT) PA

Greensboro Transit Authority (GTA) NC

Hazleton Public Transit PA

Luzerne County Transit Authority (LCTA) PA

Mercer County Community Transit (MCCT) PA

Michigan State University MI

Mid Mon Valley Transit (MMVTA) PA

Mt Carmel Transit PA

Pittsburgh Regional Transit (PRT) PA

Port Authority of Allegheny County PA

Rossford Ohio Transit OH

Shenango Valley Shuttle Service PA

Summers Nagy Transit Services PA

Washington County PA

West Virginia University WV

Western Reserve Transit Authority (WRTA) OH

Technical Approach

This section highlights our immediate plan of action and administrative structure to ensure seamless delivery of services.

The Project Team seeks to grow the City of Montebello's | MBL's presence in Washington, D.C. to help position the city and agency for legislative and funding success. Using an "Inside the Beltway" approach, the Project Team can provide access to the elected officials, agency staff, and committee and sub-committee leaders that are key to successfully advancing public funding requests or achieving favorable legislative outcomes. Using this approach, the Project Team has cumulatively secured over $2 billion in public funding for clients and simultaneously advanced respective legislative policy goals. In addition, the Project Team includes subject matter experts and technicians that can assist in the development of public funding applications, project scoping, and troubleshoot compliance and drawdown of public funding awards.

Most federal lobbying firms are limited to lobbying for submitted grants and tracking legislation. Our team adds experience in urban planning, city management, public safety, environmental sustainability and redevelopment, that allows us to more effectively advocate for a project request, and communicate complex technical information with impact, setting us apart from traditional lobbyists. By comparison, the Project Team likes to think of MBL as a partner rather than a client, with the Project Team assisting with all facets of public funding complexities and as well as navigating the federal legislative process.

OBJECTIVES

Using the expertise and relationships of our Project Team we will endeavor to:

- Coordinate a federal advocacy strategy to advance transportation, infrastructure, and economic development priorities.
- Continue to position MBL to secure federal funding, policy support, and agency partnerships ahead of major reauthorizations, appropriations cycles and grant funding opportunities.
- Undertake actions to position MBL for future funding opportunities using reauthorization legislation.

We will work with MBL staff to schedule regular (at least once a month) check-in and monitoring calls to ensure coordination, discuss and refine strategies and action items, share ideas, and answer questions.

KEY FEDERAL OPPORTUNITIES 2026-2027

Congress will consider major reauthorization and funding bills in 2026. Early engagement with key Congressional and agency leaders will help ensure MBL's needs will be reflected in

legislation and program design. The following legislation is scheduled for consideration in the coming months:

Water Resources Development Act (WRDA) – reauthorization of U.S. Army Corps of Engineers flood control, stormwater, water infrastructure programs.

Infrastructure Investment & Jobs Act (IIJA) – reauthorization of surface transportation programs, water infrastructure, energy and broadband infrastructure.

FEMA Act of 2025 – will reform and streamline disaster mitigation, response and coordination.

FY2027 Appropriations – annual appropriations to fund Agriculture; Commerce, Justice, Science; Defense; Energy & Water; Labor, Health and Human Services and Education; Military Construction and Veterans; State and Foreign Operations; and Transportation and HUD programs at federal agencies.

STRATEGIC TIMELINE & ACTION PLAN SCHEDULE

Recommendations to successfully **prepare** for opportunities in 2026:

December 2025

- Draft and circulate a letter communicating funding priorities and projects for FY2027 to the California Congressional delegation:
  - One-page overview designed to get the attention of staff and help build awareness in advance of appropriations requests.
  - Emphasize local, regional and national impact of priorities and projects.
  - Outline plans to visit Washington in 2026 and express desire to meet in person; invite elected officials and staff to visit MBL.
- Highlight specific legislation and key provisions of interest.
- Communicate any local or regional roles, and potential needs, tied to World Cup 2026, Super Bowl 2027, or the Olympics 2028, for example, support related to logistics, infrastructure, security or hospitality.
- Track and coordinate upcoming Notices of Funding Opportunity (NOFO's) to align with priorities.

January 2026

- Schedule meetings with key agencies, including the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Economic Development Administration (EDA) and the Environmental Protection Agency (EPA)
- Prepare for Community Project Funding (CPF) and Congressionally Directed Spending (CDS) submissions to Congress.

- Include project description, justification for the use of federal taxpayer dollars (federal nexus), local and regional benefits, safety, innovation, economic and community impact.
- Detail costs and timeline for implementation.
- Gather community support from local employers, schools, faith groups, Chambers of Commerce and elected officials.

February 2026

Schedule meetings (in-person or virtual) with Washington, D.C. Congressional offices and key Committee staff

Prepare project materials for distribution, include themes that emphasize safety, innovation, transformation, economic and community impact and fast, resilient construction.

ADVOCACY MESSAGING

Use current Administration framing in all materials and meetings.

- Safety – make transportation systems safe for all people.
- Transformation – design for the future.
- Economic and Community Impact – create economic opportunities that help make communities stronger, safer and better equipped to accommodate future growth; help connect communities with fast, frequent and reliable transit.
- Fast, Resilient Construction.

Emphasize local, regional and national impact of priorities and projects.

Offer collaboration.

ACTION STEPS

Approve and circulate MBL priorities letter by mid-December 2025.

Finalize project packets and CPF / CDS submissions by January 2026.

Continue dialogue with transportation leaders and schedule federal delegation meetings in February 2026.

DESIRED OUTCOME

- Greater presence, enhanced relationships and influence in Washington, D.C.
- Longstanding project funding opportunities.

PROJECT TEAM CONTACTS

Julie Chlopecki

Darren Asper

Luke Galyen

Dane Higbee

Christian Muniz

ADMINISTRATIVE DETAILS

Invoicing, Performance evaluation, Compliance with forms

Invoices - will be sent on, or about, the 20th of each month. Only pre-approved expenses will be added to invoices.

Performance evaluation – we will include monthly activity reports along with invoices and schedule regular calls to coordinate action items, outreach and communication.

Compliance with forms – all required forms, as outlined in RFP No. 26-05, are included in the Exhibit sections of our proposal. Our Project Team is available to answer questions about the forms and compliance at any time.

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 4	JC
2	Letter of Transmittal	Page # 25	JC
3	Licensing, Permits, and Certificates	Page # 28	JC
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A/34	JC
5	References	Exhibit B/35	JC
6	Insurance	Exhibit C/36	JC
7	Cost Proposal Sheet	Exhibit D/38	JC
9	Bidder's List of Sub-consultant (s) (DBE and Non-DBE)	Exhibit E/40	JC
10	Certification Regarding Debarment, Suspension….	Exhibit F/42	JC
11	Performance Guarantee Certification	Exhibit G/43	JC
12	Performance Bond	Exhibit H/44	JC
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit I/46	JC
14	Bank Draft	Exhibit J/47	JC
15	Certification of Drug-Free Workplace	Exhibit K/48	JC
16	Certificate of Compliance with 49 CFR Part 655	Exhibit L/49	JC
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.		N/A

Company Name:	Lincoln Concepts
Name of Proposer initialing document (print):	Julie Chlopecki
Email address of Company Contact:	julie@lincolnconceptsdc.com
Signature:	
Title:	Founder & President
Date:	November 12, 2025

City Clerk

APPROVED AS TO FORM

_____

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 26-05

FEDERAL LOBBYING SERVICES

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

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

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

The proposer certifies that it has:

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

4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

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

The proposer further certifies that:

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

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

Addenda No(s) 1

Dated October 8, 2025 Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name

Business Address

Lincoln Concepts 1750 Tysons Boulevard, Suite 1500 McLean, VA 22102

Contact Person

Julie Chlopecki Email Address

Phone (202) 309-5675 julie@lincolnconceptsdc.com

Fax

Signature of Authorized Official Signature of Authorized Official

Typed or Printed Name	Typed or Printed Name
Julie Chlopecki	
Title	Title
Founder & President	
Date	Date
November 12, 2025	

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

For proposals requiring licenses the following information is required:

Consultant 's License No. 10722200

Expiration Date: 11/02/2026

License Classification: City of Montebello Business License

LINCOLN CONCEPTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2025

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 BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
INSURED Lincoln Concepts Inc. 1750 Tysons Blvd Ste 1500 Tysons, VA 22102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Liability & Fire Insurance Company — 20052 INSURER B : 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	$ 0
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 0
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 0
	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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		N9WC425643	11/11/2025	11/11/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

Policy #N9WC425643 contains a blanket Waiver of Subrogation therefore the insurer agrees to waive its right to recover from the certificate holder to the extent required by written contract.

CERTIFICATE HOLDER

Lincoln Concepts Inc.
1750 Tysons Blvd Ste 1500
Tysons, VA 22102

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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LINCOLN CONCEPTS

LINCCON-01 BJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2025

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PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company A+ (XV)	30104
INSURED Lincoln Concepts 1750 Tysons Boulevard Suite 1500 Mc Lean, VA 22102	INSURER B :	
	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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			42 SBM BG2MEU	5/17/2025	5/17/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			42 SBM BG2MEU	5/17/2025	5/17/2026	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			42 SBM BG2MEU	5/17/2025	5/17/2026	Per claim/agg	1,000,000

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

CERTIFICATE HOLDER

Montebello Bus Lines, City of Montebello
400 S Taylor Ave.,
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2025

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PRODUCER Gunn-Mowery, LLC P.O. Box 900 Camp Hill PA 17001-0900	**CONTACT NAME:** Angela Mackey **PHONE (A/C, No, Ext):** (717) 761-4600 **FAX (A/C, No):** (717) 761-6159 **E-MAIL ADDRESS:** amackey@gunnmowery.com
INSURED Delta Development Group Inc., DBA: Delta Development Group Inc. 225 Grandview Avenue Suite 301 Camp Hill PA 17011	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Tri State Insurance 31003 **INSURER B :** Union Insurance Company 25844 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 25-26 MASTER **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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ADV4559763	02/01/2025	02/01/2026	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ADV4559763	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[X] **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			ADV4559763	02/01/2025	02/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA4559764	02/01/2025	02/01/2026	[ ] 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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Angela S. Mackey

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2024

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	CONTACT NAME: Angela Mackey	
Gunn-Mowery, LLC	PHONE (A/C, No, Ext): (717) 761-4600	FAX (A/C, No): (717) 761-6159
P.O. Box 900	E-MAIL ADDRESS: amackey@gunnmowery.com	
Camp Hill PA 17001-0900	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : U.S. Underwriters Insurance Company	35416
INSURED	INSURER B :	
Delta Development Group Inc., DBA: Delta Development Group Inc.	INSURER C :	
225 Grandview Avenue	INSURER D :	
Suite 301	INSURER E :	
Camp Hill PA 17011	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 MASTER **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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors and Omissions			PT3000102E	12/22/2024	12/22/2025	Each Claim including claim	$3,000,000
							Total Policy Limit of	$3,000,000

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

CERTIFICATE HOLDER

Sample

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

Angela S. Mackey

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

CITY OF MONTEBELLO
BUSINESS LICENSE

"For Services Provided in the City of Montebello, California Only"

2025 - 2026

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

Business Name	LINCOLN CONCEPTS
Business Location	1750 TYSONS BLVD STE 1500 TYSONS, VA 22102-4200
Business Owner(s)	LINCOLN CONCEPTS
License Description	CONSULTING

LINCOLN CONCEPTS
1750 TYSONS BLVD STE 1500
TYSONS, VA 22102-4200

License Number	10722200
Effective Date	November 03, 2025
Expiration Date	November 02, 2026

The person, firm or corporation above named is hereby granted license to engage in, carry on, in the CITY OF MONTEBELLO, CALIFORNIA, the business trading calling, profession, exhibition or occupation described above, for the period indicated. This license is permission only, not an endorsement of license.

For all inquiries regarding this license, contact HdL Business Tax Support Center at (323) 248-8614.

LINCOLN CONCEPTS :

Thank you for your payment on your City of Montebello Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: montebello@hdlgov.com or by telephone at: (323) 248-8614.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Montebello Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Montebello please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Montebello
BUSINESS LICENSE

LINCOLN CONCEPTS
1750 TYSONS BLVD STE 1500
TYSONS, VA 22102-4200

License Number: **10722200**

Date of Issue: **11/03/2025**

Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Heather Howie - On Behalf of Delta Development Group, Inc.
1013 CENTRE ROAD SUITE 403-A
WILMINGTON, DE 19805

Receipt Date: 11/13/2025
Receipt No.: 11924299

Receipt Detail

Description	Document/Payment No.	Amount
Foreign Stock Corporation	B20250382377	-$100.00
Payment - Web Credit Card	48**********6718 / Auth. No. 076487	$100.00

Total Amount Charged: **-$100.00**
Total Payment Received: **$100.00**

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.26-05, FEDERAL LOBBYING SERVICES

Indemnitor(s): Julie Chlopecki

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub consultant s, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 26-05 **FEDERAL LOBBYING SERVICES** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

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

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

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

"Indemnitor"

Name: Julie Chlopecki *(Print)*

By: Julie Chlopecki *(Signature)*

Title: _____

Date: November 12, 2025

Name: _____ *(Print)*

By: _____ *(Signature)*

Title: _____

Date: _____

LINCOLN CONCEPTS

EXHIBIT B

REFERENCES

Please use references below and any others included with Project Examples in Qualifications & Experience section

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**	Suntex International - First in Math	
	Person of Contact:	Nan Ronis	
	Phone Number:	(610) 253-5255	
	E-mail Address:	nan@24game.com	
	Address:	3311 Fox Hill Road	
	City, State, Zip Code:	Easton, PA 18045	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$
		Award Date:	
		Term of Contract:	
		Description of Work:	Since 2018

2	**Project City/Agency/Other:**	City of Pittsburgh, PA	
	Person of Contact:	Mike Strazzella	
	Phone Number:	(202) 452-7800	
	E-mail Address:	michael.strazzella@bipc.com	
	Address:	1700 K Street, N.W., Suite 3000	
	City, State, Zip Code:	Washington, D.C. 20006	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$
		Award Date:	
		Term of Contract:	Since 2017
		Description of Work:	

3	**Project City/Agency/Other:**	Borough of State College, PA	
	Person of Contact:	Tom Fountaine	
	Phone Number:	(814) 234-7110	
	E-mail Address:	tfountaine@statecollegepa.us	
	Address:	234 South Allen Street	
	City, State, Zip Code:	State College, PA 16801	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$
		Award Date:	
		Term of Contract:	Since 2020
		Description of Work:	

EXHIBIT C

INSURANCE

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

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

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit. *(Subject to change)*

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant 's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person. *(Subject to change)*

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses. *(Subject to change)*

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $2,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement. *(Subject to change)*

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior

written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

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

EXHIBIT D

RFP No. 26-05
FEDERAL LOBBYING SERVICES

COST PROPOSAL SHEET

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

Quantity	Description of Work	Cost of Needs
Lump sum	FEDERAL LOBBYING SERVICES	$
Year 1	2026 Federal Lobbying Services	$ 12,500 per month for 12 months
Year 2	2027 Federal Lobbying Services	$ 13,500 per month for 12 months
Year 3	2028 Federal Lobbying Services	$ 15,000 per month for 12 months
		$
		$
		$
	TOTAL	$ 492,000 for 36 months

List other costs/fees: :

Description	Cost/Fees
Washington, D.C. trips and related expenses	

Contact Information:

Name & Job Title:	Julie Chlopecki - Founder & President
Business Name:	Lincoln Conceepts
Address:	1750 Tysons Boulevard, Suite 1500
City, State, Zip Code:	McLean, VA 22102
Phone Number:	(202) 309-5675
E-mail Address:	julie@lincolnconceptsdc.com
Authorized Signature:	**Date:** November 12, 2025

EXHIBIT E

Bidder's List of Sub-consultant s (DBE and Non-DBE)

Part I

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Delta Development Group *Address* 107 Grandview Avenue Suite 301 *City State ZIP* Camp Hill, PA 17011	*Phone* 717-441-9030 *Fax*	☐ < $1 million ☐ < $5 million ☒ < $10 million ☐ < $15 million ☐ > $15 million	Grant support services	☐YES ☐NO *If YES list DBE #:* Age of Firm (Yrs.)
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐YES ☐NO *If YES list DBE #:* Age of Firm (Yrs.)
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐YES ☐NO *If YES list DBE #:* Age of Firm (Yrs.)

Part II

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

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

EXHIBIT F

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

The Lincoln Concepts & Julie Chlopecki certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

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

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

THE PRIMARY PARTICIPANT Lincoln Concepts & Julie Chlopecki CERTIFIES
(Firm Name/Principal)

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

Signature and Title of Authorized Official

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

Signature of Attorney Date

EXHIBIT G

PERFORMANCE GUARANTEE CERTIFICATION

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

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Consultant 's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT H

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____

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

_____

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

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

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

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

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

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

1. Complete the Contract in accordance with it terms and conditions, or

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

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

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

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

_____ (SEAL)

_____ (TITLE)

WITNESS SURETY

_____ (SEAL)

_____ (TITLE)

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

EXHIBIT I

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

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

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

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

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

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

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.

2. The Beneficiary is making a drawing under the Letter of Credit.

3. An Event of Default has occurred under Contract No.

4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

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

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT J

BANK DRAFT

FOR VALUE RECEIVED

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

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

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXHIBIT K

Certification of Drug-Free Workplace

I, Julie Chlopecki, hereby certify on behalf of

(Name of authorized official)

Lincoln Concepts that:

(Name of company)

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

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

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

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

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

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

Certification

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

Executed this 12th **day of** November, **20**25

By_____

(Signature of Authorize Official)

Founder & President

(Title of Authorized Official)

Bidder Lincoln Concepts

EXHIBIT L

Certificate of Compliance with 49 CFR Part 655

Prevention Of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Bider hereby certifies that

A. Anti-drug Use and Alcohol Misuse Program

(Choose one Alternative with an X in the box)

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

Or

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

B. Drug and Alcohol Testing Program

(Choose on alternative with an X in the box)

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

Or

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

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

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

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

C. Certification

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

Bidder/Proposer: Lincoln Concepts

Authorized Representative: Julie Chlopecki

Signature of Authorized Representative:

Title: Founder & President Date: November 12, 2025

ATTACHMENT __

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH CONSULTANT NAME

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **_____, 202X** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CONSULTANT NAME (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 Public Records Request Software 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; and

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

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Proposal referenced and Best Final Offer received by the successful proposer.
3. All other documents, including but not limited to all applicable bonds, insurance certificates, 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 FEDERAL LOBBYING SERVICES in the City of Montebello (9/25/25) ("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 provide FEDERAL LOBBYING 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 (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to 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 $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

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

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: TJacobs-Strange@montebelloca.gov

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily

waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: RAlvarez@montebelloca.gov
With a copy to:	City of Montebello – Department of Transportation Attn: John Soria, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 887-1625 ext. 1315 Email: JSoria@montebelloca.gov
If to Consultant:	Consultant Name Attn: _____ Address City, CA ##### (###) ###-#### Email:

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	**CONSULTANT NAME**
_____	_____
Raul Alvarez, City Manager	Full Name, Title

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 “A”

Request for Proposals for Services and Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

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: **TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2025**

DATE: January 28, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2025 (Second Quarter of Fiscal Year 2025-26); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of December 31, 2025 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing ending balances for December 2022 through 2025. The "General" account combines Bank of Montreal (BMO) and Local Agency Investment Fund (LAIF) and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	Dec 2022	Dec 2023	Dec 2024	Dec 2025	Var to Same Qtr / Prior Year
General	71,627,595	100,406,644	77,083,629	53,506,229	(23,577,400)
Successor Agency	15,302,825	14,965,332	4,261,111	3,384,867	(876,245)
Housing Successor Agency	1,056,552	2,568,425	1,149,072	1,782,912	633,840
Trust & Agency	1,118,880	1,159,055	989,076	752,881	(236,195)
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	-
	89,119,417	**119,113,020**	**83,496,453**	**59,440,454**	**(24,055,999)**

As of December 31, 2025, total available cash was $59.440 million -- $24.056 million less than December, 2024. The City's overall cash position has improved over the years and remains at elevated and healthy levels. For example, the June balance for the past ten years is shown below:

	Ending Balance June 30	Change
2016	48,156,295	
2017	51,477,779	3,321,484
2018	57,115,173	5,637,394
2019	84,146,400	27,031,227
2020	73,346,322	(10,800,078)
2021	69,189,471	(4,156,851)
2022	99,850,581	30,661,110
2023	124,430,333	24,579,752
2024	105,911,857	(18,518,476)
2025	91,227,566	(14,684,290)
Average	**80,485,178**	

Comparing June ending balances from prior years, in 2016 overall cash was $48.156 million, versus $91.228 million as of June, 2025 – a $43.071 million improvement in the City's available cash position (LAIF, BMO, etc.) or put another way a 189% increase over ten years.

The continuing strength of the City's cash position is due to several reasons. A primary factor is proceeds from Measure H, the City's ¾ cent transaction and use tax – which began flowing to the City in Fiscal Year 2020-21. Property tax receipts are also up, as overall assessed values in the City continue to grow and new developments like Metro Heights produce property tax revenue. The City also received new or one-time funding from the Federal government for Transit operations (Montebello Bus Lines) and has applied for and received new grants for various purposes over the last five years. In addition, the sale of the City's water system (February, 2023) and a Transit property in Pico Rivera (February, 2023) added to the overall cash position during calendar year 2023 with one-time infusions of cash.

It should also be noted that monthly cash balances fluctuate, as expenses vary considerably from month to month, especially when comparing prior years. The chart below shows second quarter 2024 vs. second quarter 2025 (October - December).

	Oct 2024	Nov 2024	Dec 2024	Oct 2025	Nov 2025	Dec 2025
General	68,120,710	69,613,625	77,083,629	46,994,804	51,637,625	53,506,229
Successor Agency	4,264,498	4,260,452	4,261,111	3,388,058	3,386,462	3,384,867
Housing Successor Agency	1,148,112	1,148,112	1,149,072	1,782,912	1,782,912	1,782,912
Trust & Agency	1,061,653	1,071,998	989,076	1,142,076	767,878	752,881
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	13,564	13,564
	74,608,537	**76,107,752**	**83,496,453**	**53,321,415**	**57,588,442**	**59,440,454**

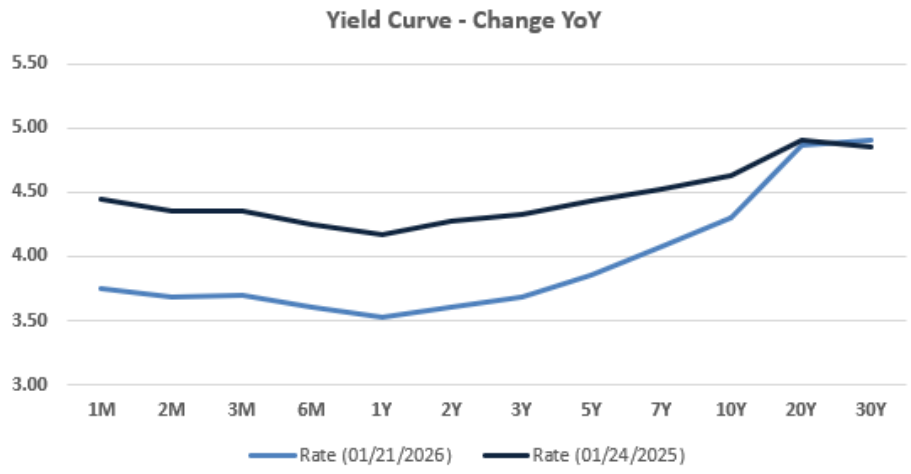
The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project. In addition, the City's various debt service payments typically hit the books in November/December and May/June, causing

a draw on available cash greater than other "typical" months of the fiscal year. The completion of the golf course renovation and clubhouse construction projects in FY 2024-25 required cash outlays to pay for construction related expenses – hence the draw on cash when comparing similar periods across the last two fiscal years. Also, salary and benefit expenses have increased with new labor agreements approved in 2022 and 2025 -- which leads to increased bi-weekly payroll costs, which leads to a greater draw on idle cash. The City has also invested in improved maintenance of its facilities and grounds, also leading to increased expenses (i.e, additional draws on idle cash). These and other related increases to expenses help explain the draw down on cash seen over the last three fiscal years.

Despite these natural fluctuations in cash flow – ongoing and regular such as debt service payments or one-time such as the golf course capital expenditures – one can see by the tables above that the City's overall cash position has grown steadily over the past several years and remains at an elevated level that provides financial security -- even in the face of increased expenses drawing down cash. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The General Fund has averaged $171,500 in annual investment income between FY 2015-16 and FY 2024-25. The General Fund realized $238,000 in revenue from its investments in FY 2024-25, with projected revenue for FY 2025-26 of $300,000. (The lower projected amount is predicated on interest rates falling combined with a lower total cash balance versus prior fiscal years.)

The effective rate of return on the City's investment portfolio as of December 31, 2025 was 1.17%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. The chart below shows a comparison between Treasury yields – based on length of the note, from January 2025 and January 2026:



BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of Montreal (BMO) checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF) – State Treasurer investment pool

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax "true up" payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, periodic reimbursement of grant expenses, etc.

Therefore, the City maintains a reasonable balance in its BMO checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account.

The table below provides an overview of the City's major liquid cash accounts: BMO checking and the two separate LAIF accounts, from June 2020 through December 2025 (quarter ending values). The average quarterly balance for the City's checking account since June 2020 is $9.820 million, more than sufficient to meet regular expenses.

Year	Month	BMO (Checking)	LAIF (General)	LAIF (Succesor Agency)
2020	JUNE	$ 5,706,451	$39,978,695	$ 9,502,193
2020	SEPTEMBER	$ 3,632,854	$28,523,514	$ 9,536,864
2020	DECEMBER	$ 3,413,754	$20,998,975	$ 9,557,116
2021	MARCH	$ 5,259,121	$23,031,241	$ 9,572,227
2021	JUNE	$ 11,921,868	$37,556,500	$ 9,582,684
2021	SEPTEMBER	$ 2,298,948	$47,583,249	$ 9,020,508
2021	DECEMBER	$ 10,757,576	$46,614,203	$ 8,996,214
2022	MARCH	$ 8,220,964	$57,639,656	$14,001,395
2022	JUNE	$ 8,644,963	$65,334,697	$14,012,253
2022	SEPTEMBER	$ 3,429,416	$50,945,633	$14,038,487
2022	DECEMBER	$ 27,973,777	$39,651,105	$14,086,255
2023	MARCH	$ 10,901,394	$74,876,879	$14,159,841
2023	JUNE	$ 24,925,530	$75,000,000	$14,255,276
2023	SEPTEMBER	$ 10,189,195	$75,000,000	$14,367,200
2023	DECEMBER	$ 20,218,537	$75,000,000	$14,496,758
2024	MARCH	$ 20,677,496	$75,000,000	$14,642,395
2024	JUNE	$ 17,178,422	$75,000,000	$ 3,057,845
2024	SEPTEMBER	$ 839,005	$69,500,000	$ 3,124,243
2024	DECEMBER	$ 5,734,431	$66,373,872	$ 3,161,236
2025	MARCH	$ 3,665,450	$71,843,590	$ 3,198,002
2025	JUNE	$ 13,973,652	$69,628,489	$ 3,233,244
2025	SEPTEMBER	$ 2,447,104	$56,394,553	$ 3,268,667
2025	DECEMBER	$ 3,844,915	$49,611,314	$ 3,304,373
		$ 9,819,775	**$56,134,181**	**$ 9,398,925**

The City's Investment Policy was most recently reviewed and approved by the City Council on June 25, 2025. Prior to that, the policy was reviewed, approved and updated on: June 12, 2024, June 14, 2023, June 8, 2022, June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years reports presented with no discussion or analysis.

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 100 plus year history, the City's policy was submitted and passed the review with flying colors. Having passed this review

process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2025.

ATTACHMENT(S)

1. ATTACHMENT A - Monthly Cash Report
2. ATTACHMENT B - Portfolio Summary

ATTACHMENT A

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF DCEMBER 31, 2025

BANK OF THE WEST

	Account Number	Account Name	12/31/25
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	$1,782,912.27
2	XXXX-XX093	Successor Agency of the City of Montebello	$80,492.88
3	XXXX-71041	City of Montebello	$50,000.00
4	XXXX-00184	City of Montebello - FSA	$34,595.67
5	XXXX-XX331	General	$3,844,915.32
6	XXXX-XX287	Trust & Agency	$6,063.99
7	XXXX-XX803	Police Retiree Health Account	$632,317.73
8	XXXX-XX267	Payroll	$0.00
9	XXXX-XX362	Fire Retiree Health Account	$79,903.67
			$6,511,201.53

STATE OF CALIFORNIA

	Account Number	Account Name	12/31/25
1	XX-XX-551	General	$49,611,313.94
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	$3,304,373.73
			$52,915,687.67

FIRST MERCANTILE TRUST

Account Number	Account Name	12/31/25
XXX-XX-X746	CORPORATE ACCOUNT	$12.98
XXX-XX-X999	TRUST ACCOUNT	$13,551.48
		$13,564.46

Total General Cash/Investments	$53,506,229.26
Total SA Cash/Investments	$3,384,866.61
Total HSA Cash/Investments	$1,782,912.27
Total T&A Cash/Investments	$752,881.06
Total Trustee Cash	$13,564.46
Total Cash/Investments	$59,440,453.66

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
December 31, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	49,611,313.94	49,611,313.94	49,611,313.94	100.00	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Investments	**49,611,320.32**	**49,611,320.32**	**49,611,320.32**	**100.00%**	**1**	**1**	**1.292**	**1.310**
Cash, Pending Redemptions								
Passbook/Checking (not included in yield calculations)	3,894,915.32	3,894,915.32	3,894,915.32		1	1	0.000	0.000
Pending Redemptions	2,514,566.49	2,514,566.49	2,514,566.49					
Subtotal		6,409,481.81	6,409,481.81					
Total Cash, Pending Redemptions and Investments	**56,020,802.13**	**56,020,802.13**	**56,020,802.13**		**1**	**1**	**1.292**	**1.310**

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	45,345.77	364,306.46
Average Daily Balance	**56,875,328.23**	**61,797,420.50**
Effective Rate of Return	**0.94%**	**1.17%**

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
December 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA		07/01/2019	49,611,313.94	49,611,313.94	49,611,313.94	1.310		1.310	1	
		Subtotal and Average	**40,756,475.23**		**49,611,313.94**	**49,611,313.94**	**49,611,313.94**			**1.310**	**1**	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
		Subtotal and Average	**6.38**		**6.38**	**6.38**	**6.38**			**0.500**	**1**	
		Total and Average	**56,875,328.23**		**49,611,320.32**	**49,611,320.32**	**49,611,320.32**			**1.310**	**1**	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
December 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	3,894,915.32	3,894,915.32	3,894,915.32			0.000	1
		Average Balance	**0.00**								**1**
		Total Cash and Investments	**56,875,328.23**		**53,506,235.64**	**53,506,235.64**	**53,506,235.64**			**1.310**	**1**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
December 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS200	200	LAIF		07/01/2019	49,611,313.94	49,611,313.94	49,611,313.94	1.310	1	1.310	2,051,973.31	0.00	
		Subtotal and Average	**40,756,475.23**		**49,611,313.94**	**49,611,313.94**	**49,611,313.94**	1.310	1	1.310	2,051,973.31	0.00	
Savings Accounts													
697530	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.20	0.00	
950516181	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
		Subtotal and Average	**6.38**		**6.38**	**6.38**	**6.38**	0.500	1	0.500	-7,546.60	0.00	
		Total and Average	**56,875,328.23**		**49,611,320.32**	**49,611,320.32**	**49,611,320.32**	1.310	1	1.310	2,044,426.71	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
December 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	3,894,915.32	3,894,915.32	3,894,915.32	0.000	1	0.000	0.00	0.00
		Average Balance	**0.00**									
		Total Cash and Investments	**56,875,328.23**		**53,506,235.64**	**53,506,235.64**	**53,506,235.64**	1.215	1	1.215	2,044,426.71	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
December 31, 2025

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS200	200	LAIF	49,611,313.94	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		49,611,313.94	49,611,313.94
	Local Agency Investment Funds Totals		**49,611,313.94**				**1.292**	**1.310**		**0.00**	**49,611,313.94**	**49,611,313.94**
Savings Accounts												
697530	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
950516181	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
	Savings Accounts Totals		**6.38**				**0.493**	**0.500**		**0.00**	**6.38**	**6.38**
	Investment Totals		**49,611,320.32**				**1.292**	**1.310**		**0.00**	**49,611,320.32**	**49,611,320.32**

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
December 31, 2025

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	3,894,915.32			08/31/2019	0.000	0.000	07/31 - Monthly		3,894,915.32	3,894,915.32
		Cash Totals	**3,894,915.32**							**0.00**	**3,894,915.32**	**3,894,915.32**
		Total Cash and Investments	**53,506,235.64**				**1.292**	**1.310**		**0.00**	**53,506,235.64**	**53,506,235.64**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
December 31, 2025

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
52A	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
				Subtotal	**529,566.49**
Negotiable CDs					
58404DFM8	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
29278TLF5	34	ENERBANK USA	10/09/2019	09/13/2023	249,000.00
05580ASV7	40	BMW BANK NORTH AMERICA	10/11/2019	10/11/2023	247,000.00
749622AP1	43	RIA FEDERAL CREDIT UNION	10/11/2019	10/11/2023	249,000.00
61760AX53	31	MORGAN STANLEY PRIVATE BANK	10/09/2019	09/05/2024	247,000.00
7954504D4	33	SALLIE MAE BANK	10/09/2019	09/18/2024	247,000.00
59013KDM5	47	MERRICK BANK	10/18/2019	10/18/2024	249,000.00
44329ME33	53	HSBC BANK USA	05/07/2020	05/07/2025	248,000.00
				Subtotal	**1,985,000.00**
				Total Pending Redemptions	**2,514,566.49**

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
December 1, 2025 through December 31, 2025

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.310		23,000,000.00	8,500,000.00	
		Subtotal	**35,111,313.94**			**23,000,000.00**	**8,500,000.00**	**49,611,313.94**
Savings Accounts (Monthly Summary)								
		Subtotal	**6.38**					**6.38**
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				0.00	12,631,395.68	
		Subtotal	**16,526,311.00**			**0.00**	**12,631,395.68**	**3,894,915.32**
		Total	**51,637,631.32**			**23,000,000.00**	**21,131,395.68**	**53,506,235.64**

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
December 2024 through December 2025

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
December	2024	5	66,621,878.63	1.292	1.310	1.310	0	0	8	1
January	2025	5	72,091,586.08	1.292	1.310	1.310	0	0	7	1
February	2025	5	72,091,586.08	1.292	1.310	1.310	0	0	7	1
March	2025	5	72,091,586.08	1.292	1.310	1.310	0	0	7	1
April	2025	5	69,876,494.90	1.292	1.310	1.310	0	0	7	1
May	2025	5	69,628,494.90	1.292	1.310	1.310	0	0	1	1
June	2025	4	69,628,494.90	1.292	1.310	1.310	0	0	1	1
July	2025	4	70,394,559.80	1.292	1.310	1.310	0	0	1	1
August	2025	4	63,394,559.80	1.292	1.310	1.310	0	0	1	1
September	2025	4	56,394,559.80	1.292	1.310	1.310	0	0	1	1
October	2025	4	44,111,320.32	1.292	1.310	1.310	0	0	1	1
November	2025	4	35,111,320.32	1.292	1.310	1.310	0	0	1	1
December	2025	4	49,611,320.32	1.292	1.310	1.310	0	0	1	1
	Average	**4**	**62,388,289.38**	**1.292%**	**1.310%**	**1.310**	**0**	**0**	**3**	**1**

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
December 2024 through December 2025

Security Type	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	99.6	99.7	99.7	99.7	99.7	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	99.9%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	0.4	0.3	0.3	0.3	0.4									0.1%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
December 31, 2025

	December 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	2,044,426.71	2,044,426.71
Less Accrued Interest at Beginning of Period	(1,999,080.94)	(1,680,120.25)
Interest Earned during Period	45,345.77	364,306.46
Total Interest Earned during Period	**45,345.77**	**364,306.46**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**45,345.77**	**364,306.46**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
December 31, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	3,304,373.73	3,304,373.73	3,304,373.73	100.00	1	1	0.334	0.339
Investments	**3,304,373.73**	**3,304,373.73**	**3,304,373.73**	**100.00%**	**1**	**1**	**0.334**	**0.339**
Cash								
Passbook/Checking (not included in yield calculations)	80,492.88	80,492.88	80,492.88		1	1	0.000	0.000
Total Cash and Investments	**3,384,866.61**	**3,384,866.61**	**3,384,866.61**		**1**	**1**	**0.334**	**0.339**

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	951.38	5,601.92
Average Daily Balance	**3,386,410.70**	**4,019,515.70**
Effective Rate of Return	**0.33%**	**0.28%**

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
December 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	3,304,373.73	3,304,373.73	3,304,373.73	0.339		0.339	1	
		Subtotal and Average	**3,304,373.73**		**3,304,373.73**	**3,304,373.73**	**3,304,373.73**			**0.339**	**1**	
		Total and Average	**3,386,410.70**		**3,304,373.73**	**3,304,373.73**	**3,304,373.73**			**0.339**	**1**	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
December 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	80,492.88	80,492.88	80,492.88			0.000	1
		Average Balance	**0.00**								**1**
		Total Cash and Investments	**3,386,410.70**		**3,384,866.61**	**3,384,866.61**	**3,384,866.61**			**0.339**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
December 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	3,304,373.73	3,304,373.73	3,304,373.73	0.339	1	0.339	54,773.68	0.00	
		Subtotal and Average	**3,304,373.73**		**3,304,373.73**	**3,304,373.73**	**3,304,373.73**	0.339	1	0.339	54,773.68	0.00	
		Total and Average	**3,386,410.70**		**3,304,373.73**	**3,304,373.73**	**3,304,373.73**	0.339	1	0.339	54,773.68	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
December 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	80,492.88	80,492.88	80,492.88	0.000	1	0.000	0.00	0.00
		Average Balance	**0.00**									
		Total Cash and Investments	**3,386,410.70**		**3,384,866.61**	**3,384,866.61**	**3,384,866.61**	0.331	1	0.331	54,773.68	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
December 31, 2025

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	3,304,373.73	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		3,304,373.73	3,304,373.73
	Local Agency Investment Funds Totals		**3,304,373.73**				**0.334**	**0.339**		**0.00**	**3,304,373.73**	**3,304,373.73**
		Investment Totals	**3,304,373.73**				**0.334**	**0.339**		**0.00**	**3,304,373.73**	**3,304,373.73**

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
December 31, 2025

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	80,492.88			08/31/2019	0.000	0.000	09/30 - Monthly		80,492.88	80,492.88
		Cash Totals	**80,492.88**							**0.00**	**80,492.88**	**80,492.88**
		Total Cash and Investments	**3,384,866.61**				**0.334**	**0.339**		**0.00**	**3,384,866.61**	**3,384,866.61**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
December 1, 2025 through December 31, 2025

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	**3,304,373.73**					**3,304,373.73**
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				0.00	1,595.56	
		Subtotal	**82,088.44**			**0.00**	**1,595.56**	**80,492.88**
		Total	**3,386,462.17**			**0.00**	**1,595.56**	**3,384,866.61**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
December 2024 through December 2025

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
December	2024	2	3,161,236.07	0.334	0.339	0.339	0	0	1	1
January	2025	2	3,198,002.21	0.334	0.339	0.339	0	0	1	1
February	2025	2	3,198,002.21	0.334	0.339	0.339	0	0	1	1
March	2025	2	3,198,002.21	0.334	0.339	0.339	0	0	1	1
April	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
May	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
June	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
July	2025	2	3,268,667.39	0.334	0.339	0.339	0	0	1	1
August	2025	2	3,268,667.39	0.334	0.339	0.339	0	0	1	1
September	2025	2	3,268,667.39	0.334	0.339	0.339	0	0	1	1
October	2025	2	3,304,373.73	0.334	0.339	0.339	0	0	1	1
November	2025	2	3,304,373.73	0.334	0.339	0.339	0	0	1	1
December	2025	2	3,304,373.73	0.334	0.339	0.339	0	0	1	1
	Average	**2**	**3,244,161.35**	**0.334%**	**0.339%**	**0.339**	**0**	**0**	**1**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
December 2024 through December 2025

Security Type	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														
Checking Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
December 31, 2025

	December 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	54,773.68	54,773.68
Less Accrued Interest at Beginning of Period	(53,822.30)	(49,171.76)
Interest Earned during Period	951.38	5,601.92
Total Interest Earned during Period	**951.38**	**5,601.92**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**951.38**	**5,601.92**

ITEM # 10

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 THE USE OF ASSET FORFEITURE FUNDS TO PURCHASE LAW ENFORCEMENT RECOGNITION AWARDS AND DEPARTMENT UNIFORM BADGES**

DATE: January 28, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the use of $30,000 in Asset Forfeiture funds for costs associated with the purchase of law enforcement recognition awards and uniform badges; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $30,000 in Account No. 230-99-6000.40 (Asset Forfeiture, Supplies - Durable); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

This request to utilize Asset Forfeiture funds complies with the Statement of Financial Goal, Principles and Objectives required by the Federal Department of Justice (DOJ). The Drug Asset Forfeiture account is a “Special Revenue Fund” (Fund 230) and the request abides by the Financial Goal, Principles and Objectives Section 2 (a), which states: “The City shall abide by applicable rules and regulations pertaining to the expenditures of special revenue funds as required by each funding source”. The recommended actions required a budget amendment to increase appropriations by $30,000 in Account No.230-99-6000.40 (Asset Forfeiture, Supplies - Durable).

BACKGROUND/DISCUSSION:

The Montebello Police Department continues to actively recruit for police officer and professional staff positions. The department has also added police cadets and

community service officers, who also require a uniform badge. As the Department continues to grow there is a need to purchase, repair and update uniform badges. There is also a need to purchase hat pieces for the Class A uniform hat.

Recognition of exemplary performance is essential in maintaining a productive culture and to highlight the outstanding work that is being done by Montebello Police Department personnel. There has not been formal recognition for numerous acts of heroism and effective work performance at all levels of the organization. The purchase of medals, plaques and other recognition awards would allow the department to recognize outstanding efforts. The members of the Montebello Police Department deserve to receive accolades consistent with outstanding performance.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Department will follow the city purchasing policy to purchase uniform badges and law enforcement recognition awards consistent with Department Policy. These items are listed as permissible purchases in the DOJ's March 2024 “Guide to equitable sharing for state, local and tribal law enforcement agencies." The use of Drug Asset Forfeiture funds to be used as Law Enforcement Equipment (uniform badges) and law enforcement awards are listed as permissible use of equitable shared property in the Department of Justice (DOJ) guidelines. This use of Drug Asset Forfeiture funds will supplement and not supplant existing budget appropriations required by the DOJ guidelines. The use of Drug Asset Forfeiture funds will provide the funds needed to complete the purchase of uniform badges for sworn and non-sworn personnel and to purchase law enforcement awards for sworn and non-sworn staff.

SUMMARY:

Staff recommend City Council approval to $30,000 in Asset Forfeiture funds for costs associated with the purchase of law enforcement recognition awards and uniform badges; and amend the Fiscal Year 2025-26 budget by increasing appropriations by $30,000 in Account No. 230-99-6000.40 (Asset Forfeiture, Supplies - Durable).

ATTACHMENT(S)

None

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVE SUBMISSION OF AN APPLICATION FOR THE YOUTH SERVICE CORPS COMPETITIVE GRANT PROGRAM**

DATE: January 28, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve submission of an application for the Youth Service Corps Competitive Grant Program; and
2. Authorize the City Manager to conduct all negotiations and execute and submit documents reasonably-necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no financial impact associated with the submission of an application to the Youth Corps Competitive Grant Program. The program is accepting applications for recruitment, training, and placement of youth in positions within a new or existing youth workforce development program. Applications can request up to $1.5 million per applicant and staff is requesting a total proposed budget of $1,162,034 in funding. Should the City be successful in in receiving this grant, Staff will return to City Council with recommedations to appropriate the grant award funds.

BACKGROUND/DISCUSSION:

The Governor's Office of Service and Community Engagement (GO-Serve) elevates paid service and volunteerism in the state, promotes youth and community engagement, and advances public awareness and outreach campaigns to tackle the state's most pressing challenges. GO-Serve consists of California Volunteers (CV) which aims to cultivate the

opportunities, infrastructure, and culture necessary to empower every Californian to positively impact the State's greatest challenges.

Youth Service Corps is a Governor’s initiative administered by CV in partnership with cities and counties across California. The purpose of this initiative is to increase youth employment, develop youth interest in and experience towards a career, and to strengthen municipal capacity to address key areas of climate, food insecurity, education, and public service.

The City will be applying for funding to expand its Youth Employment Program (YEP). The YEP employs youth as Community Service Aides who work in entry-level positions in various departments and divisions throughout the City. If awarded funding, the City will be able to add more positions to the YEP including Intern and Part-Time Maintenance Workers. The addition of new positions to the YEP would allow the City to provide specialized opportunities for those who are interested in gaining entry-level experience in a specific department while cultivating a work environment that promotes internal career growth. Additionally, the funding would cover staff costs to administer and manage the program, program supplies, program uniforms, career development and training.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council approve submission of an application for the Youth Service Corps Competitive Grant Program and authorize the City Manager to conduct all negotiations and execute and submit documents reasonably-necessary for the completion of the awarded project.

ATTACHMENT(S)

None

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 SUBMISSION OF A GRANT APPLICATION TO THE STATE HOMELAND SECURITY PROGRAM (SHSP)**

DATE: January 28, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to submit a grant application to the State Homeland Security Program (SHSP) for the purchase of interoperable radios, body-worn cameras, and detective vehicle-mounted gun safes; and
2. Authorize the City Manager to execute all necessary application forms; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended actions have no fiscal impact. Approval of this item authorizes only the submission of a grant application. Should the City be successful in receiving a State Homeland Security Program Grant (SHSP) award, staff will return to the City Council at a future meeting to request appropriation of the funds awarded.

BACKGROUND/DISCUSSION:

The State Homeland Security Program (SHSP) is a component of the federal Homeland Security Grant Program (HSGP) and is designed to assist state, local, and tribal governments in implementing risk-driven, capabilities-based homeland security strategies. The program focuses on strengthening preparedness, prevention, response, and recovery capabilities in high-risk areas to ensure communities are equipped to effectively address natural disasters, acts of terrorism, and other critical incidents.

SHSP grant funding supports a wide range of preparedness activities, including planning and organization, equipment acquisition, training and exercises, and program management and administration. Eligible projects must demonstrate alignment with homeland security priorities and enhance operational readiness and inter-agency coordination.

The proposed total cost of the equipment included in this grant application is $189,500.

ENVIRONMENTAL:

N/A

ANALYSIS:

Through the SHSP grant application, the City is requesting funding to acquire critical equipment that will enhance the Police Department's operational readiness, police officer safety, and accountability during homeland security, emergency response, and critical incident operations.

Specifically, the application includes funding for:

- Ten (10) portable interoperable radios and related radio software to improve secure and reliable communications for sworn personnel assigned to homeland security, emergency response, and critical incident operations;
- Ten (10) body-worn cameras to enhance officer accountability, improve evidentiary documentation, and support transparency and operational effectiveness during field operations; and
- Ten (10) vehicle-mounted gun safes for use in unmarked detective vehicles to enhance weapon security, officer safety, and rapid deployment readiness during homeland security and emergency response activities.

The application period for Fiscal Year 2025–26 opened on Thursday, January 15, 2026, with a submission deadline of January 23, 2026. Given the condensed application timeline, staff proceeded with preparation and submission of the grant application in order to meet the deadline and preserve the City’s eligibility for funding. This agenda report memorializes the grant application submission and abides by the administrative policy requiring City Council approval prior to submission of a grant applicaiton.

SUMMARY:

Staff recommend City Council approve submission of a grant application to the State Homeland Security Program (SHSP).

ATTACHMENT(S)

None

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APROVE SUBMISSION OF APPLICATION FOR THE LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY (LACAHSA) AFFORDABLE HOUSING PRODUCTION AND PRESERVATION NOTICE OF FUNDING AVAILABILITY (NOFA)**

DATE: January 28, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve submission of a grant application to the Los Angeles County Affordable Housing Solutions Agency (LACAHSA) in response to the Notice of Funding Availability (NOFA) for housing production and preservation; and,
2. Authorize the City Manager to execute all grant award / NOFA documents; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Los Angeles County Affordable Housing Solutions Agency (LACAHSA) currently has a funding opportunity to submit a grant application. If the City is successful in receiving the grant award, and once the award amount is determined, staff will return to the City Council with a request to appropriate the funds. There is no fiscal impact related to the recommended actions.

BACKGROUND/DISCUSSION:

The City of Montebello “We Are Home Initiative” supports community efforts to avoid homelessness by assisting renters with rental obligations. The assistance may be in paying for current rental obligations or covering rental arrears. If the grant funds are awarded to the City of Montebello, they will help fund the “We Are Home Initiative” and

"Operation Stay Safe" (i.e., tiny homes project). Both programs support the community by means of rental assistance and homelessness prevention.

"Operation Stay Safe" (OSS) plays an integral role in addressing homelessness in the City of Montebello and has been vital to helping those directly impacted by homelessness. OSS has served as a lifeline for many individuals, providing the opportunity to recover and reintegrate into society.

The City of Montebello's Fire Department oversees Operation Stay Safe (OSS) in partnership with the Los Angeles Centers for Alcohol and Drug Abuse (LACADA). The program has been operating since July 2022, helping more than 157 unhoused individuals find housing and develop supportive interventions to ensure participants' success in housing retention, while aligning with local homelessness strategies.

The Montebello Fire Department developed and implemented a transitional (interim) housing program that operates 30 Tiny Homes and offers on-site wraparound and supportive services, including housing case management, wellness programs, daily meals, transportation, and substance abuse services. The program's day-to-day operations are managed by LACADA, which provides program staff to manage the OSS site. LACADA staff work closely with the Montebello Community Assistance Program (MCAP), the Montebello Mental Health Emergency Team (MHET), Montebello Police Department and a Clinician from the Los Angeles County Department of Mental Health Services.

Operation Stay Safe relies heavily on continuous grant funding to support its operations and provide wraparound services to more than 60 unhoused individuals each year who need interim/transitional housing. The LACAHSA Affordable Housing Production and Preservation funding opportunity would provide financial support to these operations.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council approve submission of a grant application to the Los Angeles County Affordable Housing Solutions Agency (LACAHSA) in response to the Notice of Funding Availability (NOFA) for housing production and preservation and authorize the City Manager to execute all grant award / NOFA documents.

ATTACHMENT(S)

None

ITEM # 14

APPROVAL OF MINUTES: NOVEMBER 12, 2025, SPECIAL CITY COUNCIL MEETING; NOVEMBER 12, 2025, CITY COUNCIL MEETING; DECEMBER 09, 2025, CITY COUNCIL MEETING; JANUARY 14, 2026, CITY COUNCIL MEETING; JANUARY 14, 2026, CITY COUNCIL AND SUCCESSOR AGENCY MEETING

CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, NOVEMBER 12, 2025 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 5:00 P.M.

Mayor Melendez called the special meeting to order at 5:04 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Director of City Clerk Services Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Director Joseph Palombi, Assistant Director Matthew Ramos, Code Enforcement Manager Joseph Cota, and Police Chief Luis Lopez were present.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

None.

CLOSED SESSION - NONE

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

REGULAR BUSINESS - NONE

PUBLIC HEARING

1. CONSIDER APPEAL OF DECISION TO REVOKE BUSINESS LICENSE NO. 10714653 ISSUED TO JUNGLE GIFT AND SNACKS CULTURE TRADING INC. (FORMERLY JUNGLE SMOKE SHOP)

RECOMMENDATION: It is recommended that the City Council:

1. Consider the Appeal by Jungle Gift and Snacks Culture Trading Inc. (formerly Jungle Smoke Shop) regarding the revocation of their business license based on the facts and evidence presented by both City staff and the appellant; and
2. Review the history of complaints, nuisance activity, and compliance efforts related to Jungle Smoke Shop's operations; and
3. Determine whether to uphold, modify, or overturn the decision to revoke the business license; and
4. Take such additional, related, action that may be desirable.

City Attorney Alvarez reported that throughout the day, the City engaged in discussions with Attorney Ayas, who appeared telephonically on behalf of the appellant, and received a revised store plan. The City reviewed the revised floor plan and determined that it complies with the Municipal Code. Based on this review, the City agreed that the revised floor plan satisfies the applicable requirements.

City Attorney Alvarez further stated that the City and the business have stipulated that it is in the interest of both parties to resolve the matter, which would alleviate the need for a hearing this evening and in the future.

Mayor Melendez opened the Public Hearing at 5:06 p.m.

There were no members of the public wishing to address the City Council.

City Attorney Alvarez explained the proposed stipulation as follows: the parties have agreed to continue the Public Hearing for a period of four (4) months, with the City reserving its right to set a hearing on the administrative appeal without providing further public notice, provided the appellant receives the required notice under the Municipal Code, but no less than fifteen (15) calendar days' notice. The appellant will provide finalized floor plans to the City demonstrating that no more than 9.99% of the shelving space within the premises will be dedicated to tobacco products and/or paraphernalia. The designated floor space on the most recent floor diagram, as presented to Mr. Palombi and the City Attorney, represents the space devoted to tobacco products and paraphernalia and is acceptable to the City, with the final and exact percentage not to exceed 9.99% of the shelf space as reflected in finalized and professionally prepared plans.

City Attorney Alvarez further stated that the City maintains the right to audit the appellant's sales, and the appellant stipulated to comply with all legal requirements related to audits as set forth in the Municipal Code. Additionally, City Attorney Alvarez and Attorney Ayas will conduct an on-site review of the premises, along with appropriate City staff and the appellant's representative, to evaluate implementation of the terms contained in the stipulation.

Attorney Ayas concurred with the stipulation as presented.

Mayor Melendez closed the Public Hearing at 5:09 p.m.

Councilmember Peralta moved, seconded by Councilmember Romero, to accept the stipulation as presented on behalf of the City; the motion was approved by unanimous vote.

City Attorney Alvarez stated that further communication will occur with the appellant to formalize the stipulation consistent with what was presented this evening.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on December 9, 2025, at 6:00 p.m.**, which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

Date and Posted: November 8, 2025, at 6:00 p.m.

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello

DRAFT

City Council no less than 24-hours before the start of the Special Meeting.

Kimberly Guillen, Director of City Clerk Services

Mayor Melendez adjourned the meeting at 5:10 p.m.

THE MINUTES OF NOVEMBER 12, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 28TH DAY OF JANUARY 2026.

DRAFT

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, NOVEMBER 12, 2025 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Director of City Clerk Services Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said speaker cards is on file at the City Clerk's office.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Melendez recessed the meeting into Closed Session at 6:05 p.m. to consider the following Closed Session items:

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
   Government Code Section 54956.8
   Property: 860 Truck Way, Montebello, California

Agency's Negotiator: Raul Alvarez, John Soria, Joseph Palombi
Negotiating Party: Lee & Associates Los Angeles, Inc.
Under Negotiation: Price and Terms of Potential Acquisition

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 244 and 236 George Hensel Drive, Montebello, California
Agency's Negotiator: Raul Alvarez, Joseph Palombi
Negotiating Party: State of California Department of General Services/Housing Community Development/Holos Communities
Under Negotiation: Real Property Development and Terms

3. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Employee Groups: Montebello Executive Management Association

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 7:01 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing to further to report; Item No. 2, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 3, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 4, a briefing was provided to City Council, no action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez announced the following changes to the agenda:

- *Item No. 8 - The City will be recognizing an additional fire engineer.*
- *Item No. 32 - Adding the following statement to the background to provide clarification. "As it pertains to the access agreement for this project, we are preparing it to ensure continuing collaboration and consultation between the City and the developer upon completion and continued operation of this important project. The City has received the access agreement, which will be reviewed and edited before it is submitted to Altamed for their consideration. Our hopes are to reach an agreement with Altamed on the access agreement in December. "*

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CEREMONIAL ITEMS/PRESENTATIONS

5. CITIZEN OF THE MONTH — TINO DUARTE
Presented by Mayor Melendez.

6. PROCLAMATION FOR THE MONTH OF MOVEMBER
Presented by Mayor Melendez.

7. PROCLAMATION FOR ALZHEIMER DISEASE AWARENESS MONTH
Presented by Mayor Melendez.

8. PINNING CEREMONY FOR FIREFIGHTERS
Fire Chief Pelaez presented the item.

City Clerk Jimenez administered the Oath of Office.

9. RECOGNITION OF THE FIRE TEAM THAT ASSISTED WITH THE PALISADES FIRE
Presented by Mayor Melendez and Fire Chief Pelaez.

10. CERTIFICATE OF RECOGNITION FOR NACHO AND DELTA
Presented by Mayor Melendez.

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

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

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

The City Clerk's Office acknowledged five(5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez announced that the City received the "Most Business Friendly City in Los Angeles County" awarding the Small City category from the Los Angeles County Economic Development Corporation (LAEDC).

He further announced that the Planning Department received a national award for the Downtown Montebello Specific Plan and the Bicycle Master Plan. City Manager Alvarez stated that these awards reflect the City Council's leadership and long-term vision, as well as the staff's dedication to meeting the needs of the community.

Director Sosnowski announced an upcoming Food Drive to be held at Grant Rea Park on November 13 at 3:30 p.m.

Director Sosnowski also announced that the upcoming Community Service Saturday event was canceled due to rain and will be rescheduled for a future date.

REGULAR BUSINESS

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11. APPROVAL OF 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. 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.

Mayor Melendez inquired about the City's outreach efforts to assist businesses with the transition prior to the 2026 increase taking effect.

Director Solorza informed the City Council that staff will be working with HDL, which administers the City's business license program, to include informational notices with business license renewal packets and provide businesses with advance notice ahead of the July 1, 2026, implementation date.

City Manager Alvarez added that notices will be sent to businesses as their individual renewal dates approach. He noted there is not a single notification date for all businesses, as outreach will be based on each business's renewal cycle.

Councilmember Alonzo motioned, seconded by Mayor Melendez, to approve the item; the motion was approved by unanimous vote.

12. INTRODUCE AND WAIVE FIRST READING OF 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. Introduce and waive the first reading of 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.

Karol Zhang and Raudell Aluiso from Community Alliance for Healthy Outdoor Spaces (CAHOS) provided a presentation of the item.

The City Clerk's Office acknowledged four(4) members of the public wishing to address the City Council in support of the item. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

Council spoke in support of the item and thanked CAHOS staff for their efforts and presentation.

Counclilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved by unanimous vote.

13. AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT NO. 4165 BETWEEN RAUL ALVAREZ AND THE CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council:

1. Approve the First Amendment to Employment Agreement No. 4165 ("First Amendment") between City Manager Raul Alvarez and the City of Montebello
2. Take such additional, related action that may be desirable.

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The City Clerk's Office acknowledged five(5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

Council spoke in support of the item and then provided a brief summary of the process.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

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

A member of the public pulled Item No. 22 for discussion.

Councilmember Peralta pulled Item No. 17 for discussion.

Councilmember Romero pulled Item No. 22 for discussion.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve Item Nos. 14-16, 18-21, and 23-37; the motion was approved unanimously.

14. ACCEPT AWARD OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT26049, in the amount of $115,000; and
2. Amend the Fiscal Year 2025-26 budget and increase appropriations by $115,000 in Account Nos. 265-8013-800-5010.10, 6000.20 and 6020, (Grants, OTS-STEP, PD Administration, Overtime, Supplies-Non-Durable and Travel and Meetings [expenditures] and 265-99-4198.97 (Grants, OTS Grants [revenue]); and,
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

15. APPROVAL OF AGREEMENT NO. 4425 WITH THE COUNTY OF LOS ANGELES FOR PARTICIAPTION IN THE LOS ANGELES REGION - IMAGERY ACQUISITION CONSORTIUM 8 (LARIAC8) PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute an agreement with Los Angeles County for the Los Angeles Region - Imagery Acquisition Consortium 8 (LARIAC8) Program in a form approved by the City Attorney in the amount of $27,700; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

16. AUTHORIZATION TO ADOPT PLANS AND SPECIFICATIONS FOR THE LED SIGN - CITY HALL PROJECT (CP 933) AND PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans, specifications, and engineer's estimate for CP 933, LED Sign - City Hall; and
3. Authorize staff to proceed with bid advertisement for construction; and

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

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

17. AUTHORIZATION TO ADOPT PLANS AND SPECIFICATIONS FOR CITYWIDE AMERICANS WITH DISABILITIES ACT (ADA) ENHANCEMENTS (CP 939) 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 CP 939, Citywide Americans with Disabilities Act (ADA) Enhancements; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

Director of Public Works Cesar provided a brief summary of the item.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

18. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4438 - HIGH-SPEED RAIL HSR23-67 AGREEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Amendment No. 1 to the High-Speed Rail Agreement (HSR23-67) with the California High-Speed Rail Authority (Authority) to extend the term of the agreement from March 31, 2026, to December 31, 2026, and to update the Rate Sheet to reflect current City staffing classifications; and
2. Authorize the City Manager to execute all applicable exhibits and forms that accompany the amended agreement in good faith; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

19. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4141 WITH OCEAN BLUE ENVIRONMENTAL SERVICES INC. FOR HAZARDOUS WASTE MANAGEMENT AND EMERGENCY RESPONSE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4141 between the City of Montebello and Ocean Blue Environmental Services Inc. to increase compensation for contract year 2025 – 2026 by $352,000; and
2. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by $100,000 in Account 100-30-510-6040.10 (General Fund, Public Works, Building Maintenance, Contract Services Outside Contracts); 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.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

20. AUTHORIZE A SOLE SOURCE PURCHASE ORDER WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LACDPW) FOR TRAFFIC SIGNAL REPAIRS

RECOMMENDATION: It is recommended that the City Council:

1. Approve a sole-source purchase order with Los Angeles County Department of Public Works (LACDPW) for an annual total not-to-exceed amount of $115,000 to provide traffic signal maintenance and repairs; and,
2. Approve use of a sole-source justification as allowed by Montebello Municipal Code Chapter 3.20.050(B) – Sole/Single Source Goods and/or Services; and,

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3. Acknowledge that Agreement No. 863, effective February 11, 1982 between the City and County of Los Angeles for the provision of signal maintenance and repair services is operational and in effect; and,
4. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

21. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4418 WITH TURBODATA SYSTEMS, INC FOR ADMINISTRATIVE AND PARKING CITATION PROCESSING AND SOFTWARE MAINTENANCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4418 with TurboData Systems, Inc. for administrative and parking citation processing and software maintenance services; and,
2. Authorize the City Manager to execute Agreement No. 4418 on behalf of the City of Montebello (Attachment A); and,
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

22. APPROVE THE UTILIZATION OF GRANT FUNDS FROM GAMETIME FOR PURCHASE OF A PLAYGROUND

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the City of Montebello by GameTime through the GameTime Playground Grant Program in the amount of $67,739; and
2. Approve a purchase order with GameTime for $186,802 for the installation of a new playground; and
3. Authorize the City Manager to execute all contracts for construction and installation of the new playground; and
4. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said the speaker's cards are on file at the City Clerk's office.

Councilmember Romero spoke in support of the item.

Councilmember Alonzo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

23. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4429 FOR CITYWIDE LANDSCAPING SERVICES (RFP NO. 26-01) TO MARIPOSA LANDSCAPES, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4429 to Mariposa Landscapes, Inc. in an amount not-to-exceed Six Hundred Seventy Eight Thousand Two Hundred Sixteen Dollars ($678,216) for the initial year of a three-year (3) term for Citywide Landscaping Services; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by a total of $261,108 in Account No. 100-30-720-6040.20 (General Fund, Public Works, Parks Maintenance, Landscape Services); and
4. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

24. APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4062 WITH ADVOCATE, INC. DBA NAVA PARTNERS INSURANCE SOLUTIONS TO EXTEND TERM FOR ONE YEAR

RECOMMENDATION: It is recommended that the City Council:

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1. Approve Amendment No. 1 to Professional Services Agreement No. 4062 with Advocate, Inc. dba Nava Partners Insurance Solutions to extend the term of the agreement by one (1) additional year, through December 20, 2026; and
2. Authorize the City Manager to execute the amendment, extending the term of the agreement to December 20, 2026; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $50,000 in Account 100-25-250-6040.10 (General Fund, Human Resources, HR Administration, Contract Services – Outside Contracts); and
4. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

25. ADOPTION OF RESOLUTION NO. 25-93 - APPROVAL OF JOB SPECIFICATION FOR ASSISTANT ENGINEER

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-93, approving the job specification for Assistant Engineer; and,
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

26. AWARD AGREEMENT NO. 4426 TO AIR PRODUCTS AND CHEMICALS INC., FOR TEMPORARY HYDROGEN REFUELING SOLUTIONS

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4426 to Air Products and Chemicals Inc. (Air Products), for a three-year (3) term with the option for renewal of up to two (2), additional one-year (1-year) terms, for a total not-to-exceed amount of $1,212,096, in response to the Temporary Hydrogen Refueling Solution Request for Proposals No. 25-12 (RFP No. 25-12); and
2. Authorize the City Manager to execute and finalize Agreement No. 4426 with Air Products on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) or $121,210 of the total agreement amount; and
4. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $394,066 in Account No. 600-90-900-6040-95 (Transit Fund, Transit Administration, Contract Services — Other Professional Services) and $939,240 in Account No. 270-9066-2024-198, Project No. 600.2025.08 (FTA Grant No. CA-2024-198); and
5. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

27. AWARD AGREEMENT NO. 4427 TO STANTEC CONSULTING SERVICES INC., FOR DESIGN, ENGINEERING, AND CONSTRUCTION SUPPORT SERVICES FOR A ZERO-EMISSION BUS FACILITY UPGRADE

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4427 to Stantec Consulting Services Inc. (Stantec Consulting), for a three-year (3) term with the option for renewal of up to two (2), additional one-year terms, for a total not-to-exceed amount of $296,591, for Design, Engineering, and Construction Support Services for a Zero-Emission Bus Facility Upgrade in response to Request for Proposals No. 26-06 (RFP No. 26-06); and
2. Authorize the City Manager to execute and finalize Agreement No.4427 with Stantec on behalf of the City of Montebello; and
3. Authorize the City Manager to approve change orders up to an additional ten percent (10%) or $29,660 of the total agreement amount; and

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4. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $326,251 in Account No. 600-90-900-6040-96 (Transit Fund, Transit Administration, Contract Services —Engineering Design Services); and
5. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

28. APPROVE INCREASING THE BLANKET PURCHASE ORDER NOT-TO-EXCEED AMOUNT WITH THE BUS DOCTOR 1 LLC AND A TO Z FIRE PROTECTION COMPANY

RECOMMENDATION: It is recommended that the City Council:

1. Approve increasing the blanket purchase order (PO) established with The Bus Doctor 1 LLC (The Bus Doctor), increasing the total not-to-exceed amount from $49,000 to $125,000, to continue providing specialized technical maintenance and repair services for Montebello Bus Lines' fleet of hybrid transit buses; and
2. Approve increasing the blanket PO established with A to Z Fire Protection Company (A2Z Fire Co), increasing the total not-to-exceed amount, from $10,000 to $125,608, to purchase fire suppression-related bus parts; and
3. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

29. CORRECTION TO MASTER FEE SCHEDULE – PLANNING AND CODE FEE SCHEDULE

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-95, acknowledging and approving minor corrections of errors to the Planning and Code Fee Schedule approved during a Public Hearing held on August 27. 2025; and
2. Direct staff to update the final Master Fee Schedule accordingly; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

30. APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 4113 WITH AVAIL TECHNOLOGIES, INC., TO INCLUDE SOFTWARE FEATURES AND EQUIPMENT FOR MONTEBELLO BUS LINES' COMPUTER-AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 3 to Agreement No. 4113 with Avail Technologies, Inc. (Avail Technologies), to include software features and equipment for Montebello Bus Lines' (MBL) Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System, and increase the agreement compensation by $298,582 for a revised total not-to-exceed amount of $2,783,700; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 3 on behalf of the City of Montebello; and
3. Approve the purchase of Field Engineering Support and Adoption Services for a two-year term, for a total not-to-exceed amount of $167,472; and
4. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $466,054 in Transit Operations, Account No. 600-90-910-6040.10 (Transit, Transit Operations, Contract Services-Outside Contracts); and
5. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

31. TREASURER'S REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2025

RECOMMENDATION: It is recommended that the City Council:

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1. Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2025 (First Quarter of Fiscal Year 2025-26); and,
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

32. SECOND READING OF ORDINANCE NO. 2484 APPROVING DEVELOPMENT AGREEMENT No. 03-24 (AGREEMENT NO. 4417) BETWEEN THE CITY OF MONTEBELLO AND ALTAMED HEALTH SERVICES CORPORATION IN CONNECTION WITH THE ESTABLISHMENT AND OPERATION OF A PRIVATE ART GALLERY WITHIN A COMMERCIAL UNIT IN THE MONTEBELLO TOWN SQUARE SHOPPING CENTER LOCATED AT 1401 NORTH MONTEBELLO BOULEVARD, MONTEBELLO, CALIFORNIA

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading of Ordinance No. 2484 approving Development Agreement No. 03-24 (Agreement No. 4417) between the City of Montebello and AltaMed Health Services Corporation in connection with the establishment and operation of a private art gallery located at 1401 North Montebello Boulevard, Montebello, CA 90640; and
2. Authorize the City Manager to negotiate and execute an agreement for City use of the private art gallery space consistent with the Development Agreement; and
3. DETERMINE AND FIND that the project (ENV. No. 13-25) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1 – Existing Facilities and section 15061(b)(3) – Common Sense Exemption; and
4. Take such additional and/or related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

33. ADOPT PLANS AND SPECIFICATIONS FOR 400 S. TAYLOR AVENUE AND 311 S. GREENWOOD AVENUE AND APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4437 WITH KYA SERVICES, LLC FOR THE TRANSPORTATION FACILITY MODERNIZATION PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt the completed plans and specifications for the Transportation Facility Modernization Project located at 400 S. Taylor Ave and 311 S. Greenwood Ave; and
3. Approve Professional Services Agreement No. 4437 with KYA Services, LLC (KYA Services), for the Transportation Facility Modernization Project; and
4. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $9,757,030 in Account, No. 600-90-915-7115 (Transit Fund, Administration, Corporate Shops, Building Improvements); and
5. Authorize the City Manager and/or his designee to approve change orders for up to fifteen percent (15%) of the total agreement amount; and
6. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

34. APPROVE ACCEPTANCE OF 2024 BJA FY 24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Approve acceptance of the 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award; and,
2. Amend the Fiscal Year 2025-2 budget by increasing appropriations by $16,178 in Account Nos. 240-8055-800-5010.10 (JAG, JAG Program Funds, PD Administration, Overtime Full-Time [Expenditures]) and 240-99-4198 (JAG, Misc Grants [Revenue]); and,

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

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

35. ADOPT RESOLUTION NO. 25-96 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION (MEMA) AND RESOLUTION NO. 25-97 UPDATING THE COMPENSATION PLAN, TABLE OF ORGANIZATION, AND SALARY MATRIX

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-96 (Attachment A) approving a Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Executive Management Association (MEMA); and
2. Adopt Resolution No. 25-97 (Attachment B) updating the Compensation Plan, Table of Organization, and Salary Matrix; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

36. APPROVAL OF MINUTES: OCTOBER 22, 2025, CITY COUNCIL MEETING; NOVEMBER 6, 2025, SPECIAL CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

37. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-94 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 12, 2025.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-94 approving the Warrant Register dated November 12, 2025.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Mayor Pro Tem**

- **Ric Alonzo, Councilmember**

DRAFT

- **Danielle Romero, Councilmember**

- **Scarlet Peralta, Councilmember**

- **Salvador Melendez, Mayor**

Mayor Melendez stated that City Council and City staff attended a meeting with the San Gabriel Valley Housing Trust, during which the organization highlighted the services, resources, and funding they provide. He further stated that Operation Safe was discussed and received positive feedback. Mayor Melendez thanked Chief Pelaez for his leadership in establishing the program in the City.

Councilmember Romero thanked everyone who attended the Veteran's Event, including the City Manager, and expressed appreciation for bringing his children to learn about and recognize the community's veterans.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on December 9, 2025, 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, November 9, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Director of City Clerk Services

Mayor Melendez adjourned the meeting at 8:51 p.m.

THE MINUTES OF NOVEMBER 12, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 28TH DAY OF JANUARY 28, 2026.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] Request No. [redacted]

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11-17-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** [redacted] *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Raul Hurtado **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Council Members

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Molisso **PHONE:** _____ *(Optional)*

ADDRESS: South Montebello *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 4

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public comment

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: James Santana **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 5

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bride Nicklas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MTCA 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** 4

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: James Santana **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: Support

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Opposed ☐ In Support ☑ Neutral ☐ **TOPIC:** Smoke free out-door Areas

MEETING DATE: 11/12/25 **TIME RECEIVED:** 7 PM

SPEAKER'S FULL NAME: Sheryl Bishop **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: (Optional) Scleroderma Foundation of California

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Opposed ☐ In Support ☐ Neutral ☑ **TOPIC:** Smoke free outdoor areas

MEETING DATE: 7PM **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: William Zapata **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: LA CAUSA YOUTHBUILD (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☑ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 4 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Opposed ☐ In Support ☐ Neutral ☑ **TOPIC:** ~~sup~~ smokefree outdoor areas

MEETING DATE: 7PM **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Angelica Fregoso **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: (Optional) UCLA Anti-Vaping Champions

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☑ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 2 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Prolisso **PHONE:** _____ *(Optional)*

ADDRESS: South Montebello *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: James Santana **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 4

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** #13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Kubler **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: (Optional) MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 5

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Item # 13

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____ (Optional)

ADDRESS: On file (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** #22

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicholas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

November 12, 2025

Good Evening, Honorable Mayor Melendez, staff and community;

This evening I would like to address Peralta, Romero and Alonzo, at the City's State of the Union there were more Council members attending from the City of Downey Four members.

Where were you three? Granted you two did not earn your respectives seats, so you do not honor nor revere that elected seats you hold.

But you Scarlet missed a meeting in October, missed the State of the City and called in the last meeting why?

You broke the law when you called in and did not disclose your location and should not have been allowed to participate in the last meeting. Guess you can't be bothered to follow the rules of law.

Soon you will realize there are consequences for your

actions or lack thereof.

Now I would like to address a wrong statement regarding the award the City won for Business friendliest awarded by the company Scarlet works for, unfortunately you Mr. Alavarez took credit for bringing Top Golf to our city...Wrong.

That was former Mayor Jack Hadjinian, Mayor Salvador Melendez, former Mayor Cobos Cawthorne and former City Manager Rene Bobadilla.

Neither you Alavrez nor Peralta had anything to do with bringing Top Golf nor the TESLA dealership to our City of Montebello.

At the grand opening the TESLA management gave former Mayor Cobos Cawthorne and former City Manager Rene Bobadilla credit. Their was comment was both Cawthorne and Bobadilla invested in owning TESLA vehicles, so they would invest in Montebello.

Which to my understanding has brought over $350,00.00 in sales tax revenue in one quarter that is three months.

The Montebello TESLA dealership is now considered the anchor location, and if sales continue will result in over $1.400,000.00 in sales tax revenue in one year.

Both former City Manager Bobadilla and former Mayor Cobos Cawthorne were responsible for the quarter of a penny sales tax initiative that has produced over $29 million dollars in sales tax revenue to date.

That is the legacy they left our city and I am damn proud of their work.

So when I see you patting yourself on the back for what others accomplished it does irritate me, to correct the misinformation.

Instead why don't you all do something productive to prove you deserved those seats you occupy.

Thank You.

November 12, 2025

Item 13

Good evening again, back in 2021 you Scarlet voted no to a raise for former City Manager Rene Bobadilla, remember?

He merited the raise because he saved the city over $15 million dollars by refinancing the city bonds at a lower rate of interest.

So my question to you Scarlet is tell us all why Alavarez deserves this $40,000.00 plus raise?

He has not save the city any money, no he alone is responsible for the Multi-Million dollar Lawsuits, by firing former Chief of Police Paul Espinosa while he was on medical leave, you have left our city open to a huge liability lawsuit.

Then there's former Assistant City Manager Arelene Salazar, that was far more qualified as city Manager than you are.

Alavarez had absolutely zero experience as a City

Manager None, before coming to Montebello. He did not go through an application process, we all know who brought him to our city. to add to the corruption and another yes man.

I have submitted a City Manager Comparison chart, showing surrounding city managers, years of experience and educational degrees, and salaries.

I know someone at Cal State Long Beach and they could not locate your degree in Master of Public Administration, what year did you earn that degree and under which name?

I recommend this council table this huge pay increase that is not merited at this time.

Also for the record when you are fired and there is a criminal act caused by you against our city, you can forget your $450,000.00 severance pay and insurance for life for you and your family.

You really must know once these corrupt council members are removed you will be fired, that is why you are so insistent on the wording regarding your firing and benefits in this new contract.

City Manager Comparison – Concise Summary

City	City Manager	Education	Experience	Salary
Montebello	Raul Alvarez	B.A. UCLA; M.P.A. CSULB	15 yrs; Asst. CM (Lynwood, Huntington Park)	$315K
Santa Fe Springs	René Bobadilla	B.S. Eng. Cal Poly Pomona; M.P.A. Villanova	28+ yrs; CM in 4 cities	$359K
Norwalk	Jesus Gomez	B.A. Finance, CSU Fullerton	30+ yrs; CM El Monte; Finance & Econ Dev.	$359K
Pomona	Anita Gutierrez	B.A. CSU SB; M.A. & Doctorate USC	20+ yrs; Asst. CM; Dev. Services Dir.	$339K
Whittier	Conal McNamara	B.A. UC Irvine; M.P.A. CSUN	30+ yrs; CM La Palma; Planner & Dir.	$316K
Alhambra	Jessica Binnquist	B.A. Azusa Pacific; M.P.A. CSULB	25+ yrs; CM Alhambra; Admin Mgmt.	$328K
Pico Rivera	Steve Carmona	B.A. CSU Los Angeles	20+ yrs; CM Pico Rivera; Real Estate	$350K

Summary:

- Regional experience averages 25–30 years; Alvarez has 15.
- Most peers have prior City Manager tenures; Alvarez served in assistant roles.
- Salary ($315K) aligns regionally but exceeds typical for tenure level.

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

TUESDAY, DECEMBER 9, 2025 AT 6:00 PM

QUIET CANNON
901 VIA SAN CLEMENTE
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:12 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Management Analyst Samantha Nevarez, and Department Directors Kimberly Guillen, Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

CLOSED SESSION - NONE

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

1. PRESENTATION TO AND COMMENTS BY OUTGOING MAYOR SALVADOR MELENDEZ

Mayor Pro Tem Tamayo thanked Mayor Melendez for his dedication and presented him with gifts. She then invited the following dignitaries and Councilmembers from the surrounding cities to present Certificates of Recognition to outgoing Mayor Melendez:

- *Senator Bob Archuleta*
- *Office of US Congresswoman Linda Sanchez - District Director Griselda Ortiz*
- *Office of Supervisor Hilda Solis - Field Deputy Maria Ponce and District Director Antonio Chapa*
- *City of Monterey Park - Councilmember, Jose Sanchez*
- *Mayor Hector Sosa and Councilmember Horacio Ortiz from the City of Downey*
- *Montebello Chamber of Commerce - Executive Director Adriana Dugan*
- *President Zachary Humber, Vice President Rodriguez, and Vice President Carbajal with the Montebello Firefighters Association*
- *Montebello Fire Chief Fernando Pelaez*

Mayor Pro Tem Tamayo recognized certificates from neighboring cities that were not in attendance: the City Council from the City of Commerce and the Superintendent's Office from the Montebello Unified School District.

Mayor Pro Tem Tamayo recognized several Commissioners in attendance. She also recognized Montebello reporter and Rotary Club President-Elect, Sarkis.

Mayor Melendez thanked Mayor Pro Tem Tamayo for the presentations and the guests in attendance. He further thanked the community, community stakeholders, the City Council, and City Staff.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said the speaker's card is on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

2. CITY COUNCIL SELECTION OF MAYOR AND MAYOR PRO TEMPORE POSITIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 2.08.010, "REORGANIZATION"

RECOMMENDATION: It is recommended that the City Council:

1. Move to designate one of its members as Mayor and Mayor Pro Tempore as called for in Section 2.08.010 of the Montebello Municipal Code.

DRAFT

Mayor Melendez requested nominations for the position of Mayor. Councilmember Romero nominated Mayor Pro Tem Georgina Tamayo for Mayor; the motion passed unanimously.

Mayor Tamayo accepted the role of Mayor and expressed her gratitude for the opportunity.

Mayor Tamayo requested nominations for the position of Mayor Pro Tem. Councilmember Peralta nominated Councilmember Danielle Romero for Mayor Pro Tem; the motion passed unanimously.

Mayor Pro Tem Romero accepted the role and expressed heartfelt thanks to her colleagues for selecting her.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 14, 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, December 7, 2025, no later than 6:00 p.m.**

Kimberly Guillen, Director of City Clerk Services

Mayor Tamayo adjourned the meeting at 7:42 p.m.

THE MINUTES OF DECEMBER 9, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 28TH DAY OF JANUARY 28, 2026.

DRAFT

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, JANUARY 14, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Tamayo called the Regular City Council Meeting to order at 6:03 p.m. in conjunction with the City Council and Successor Agency Meeting.

ROLL CALL

Members present were Mayor Tamayo, Mayor Pro Tem Romero, Councilmember Peralta, Councilmember Alonzo, and Councilmember Melendez. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Management Analyst Samantha Nevarez, and Department Directors Kimberly Guillen, Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said the speaker's card is on file at the City Clerk's office.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Tamayo recessed the meeting into Closed Session at 6:07 p.m. to consider the following Closed Session items:

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

Mayor Tamayo reconvened the meeting at 7:00 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, direction was provided to the City Attorney's Office no action was taken, and nothing to further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Brandon Michael Salgado.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez announced the following correction:

- *Item No. 6: The purchasing amount listed is incorrect. The correct amount should be $2,220,000.*

CEREMONIAL ITEMS/PRESENTATIONS

2. CITIZEN OF THE MONTH — DR. LISA IBAÑEZ
Mayor Tamayo presented the item.

3. PROCLAMATION FOR HUMAN TRAFFICKING AWARENESS MONTH
Mayor Tamayo presented the item.

4. CEREMONIAL CHECK PRESENTATIONS TO VARIOUS ORGANIZATIONS
Mayor Tamayo presented the item.

Mayor Tamayo recessed the meeting for a quick break at 7:35 p.m.

Mayor Tamayo reconvened the meeting at 7:40 p.m.

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.

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The City Clerk's Office acknowledged ten(10) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez informed the community that City staff and the Mayor spent three days in Sacramento meeting with various departments and legislators and advocating on behalf of the City. He stated the City hopes to return with positive news from these discussions.

He also announced the upcoming Homeless Count scheduled for Wednesday, January 21, 2026, and invited community members to volunteer.

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.

City Manager Alvarez provided a brief overview of the item.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Organization	***Council Representative***	***Alternate Representative***
County of Los Angeles Sanitation Districts	*Tamayo*	*Romero*
Los Angeles County City Selection Committee	*Tamayo*	*Romero*
San Gabriel Valley Council of Governments	*Romero*	*Peralta*
Capital Projects Committee Alameda Corridor East Authority	*Romero*	*Peralta*
Gateway Cities Council of Governments	*Tamayo*	*None*
Independent Cities Association	*Peralta*	*None*
Montebello Chamber of Commerce	*Romero*	*None*
League of California Cities	*Peralta*	*None*

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Los Angeles County Vector Control District	*Avik Cordiero*	
Southeast Area Animal Control (SEAACA)	*Romero*	*Alonzo*
Southern California Association of Governments (SCAG)	*Peralta*	*Melendez*

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the appointments to the Regional Boards; the motion was approved unanimously.

The following appointments were made to the Ad Hocs and Task Force Assignments:

Name of Ad Hoc/ Task Force	***Members***	***Members***
Ashiya Sister City Association	*Tamayo*	*N/A*
Stepanakert Sister City Association	*Romero*	*N/A*
Innovating Commerce Serving Communities Ad Hoc	*Tamayo*	*Romero*
Joint School District Ad Hoc	*Alonzo*	*None*
Washington Goldline Coalition	*Alonzo*	*None*
Adventist White Memorial Ad Hoc	*Melendez*	*Peralta*
Economic Development & Workforce Development Ad Hoc Committee	*Peralta*	*Tamayo*
Olympics Ad Hoc Committee	*Melendez*	*Romero*

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the appointments to Ad Hocs and Task Force; the motion was approved unanimously.

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.

Director Soria provided a brief presentation of the item.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said the speaker card is on file at the City Clerk's office.

Councilmember Melendez inquired about the total purchase price and what costs were included, including whether the amount reflected the purchase of the property only, or if it also included anticipated costs for demolition, site preparation, and environmental remediation. Councilmember Melendez also asked whether the proposed acquisition was contingent upon approval of Item No. 18 or if it was a separate action.

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Director Soria responded that the acquisition was not contingent on Item No. 18 and confirmed that sufficient funds are available in the reserve to fund the land acquisition. Director Soria clarified that the proposed dollar amount reflected only the land acquisition. Director Soria further stated that the department is currently identifying vendors to assist with demolition, which is estimated to cost approximately $80,000 to $100,000. Director Soria added that environmental remediation may also be required due to potential asbestos from the previous property.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Director Roldan provided a brief presentation of the item.

Councilmember Peralta motioned, seconded by Councilmember Melendez, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

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

Councilmember Melendez pulled Item No. 16 for discussion.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve Item Nos. 9-15 and 17-20.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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:

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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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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

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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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez inquired whether staff had identified all sidewalks requiring ADA upgrades.

Director Roldan confirmed that the City has identified all sidewalks needing improvement. He explained that the funding

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allocated for the current fiscal year will address a portion of the City, but not the entirety, and that the City's initial focus will be on sidewalk improvements before addressing curb ramps or other ADA-related facilities.

Councilmember Melendez asked whether streets with a higher number of incidents would be prioritized to reduce the risk of future litigation. City Manager Alvarez confirmed that they will be prioritized accordingly.

Councilmember Melendez, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

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.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Mayor Tamayo, Mayor Pro Tem Romero, and Councilmember Melendez attended the Contract Cities Conference, where they received legislative updates, discussed community-related issues, and met with state leaders to advocate for the City's priorities.

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.

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1. Consensus was received.
2. Consensus was received.

- **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

Mayor Tamayo adjourned the meeting in memory of Mitchell Uyematsu Saisho. Mayor Tamayo adjourned the meeting at 8:55 p.m.

THE MINUTES OF JANUARY 14, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 28TH DAY OF JANUARY 2026.

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**

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PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☑ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Closed session

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** AI data center Monterey Park

MEETING DATE: 1/14/26 **TIME RECEIVED:** 525pm

SPEAKER'S FULL NAME: Randi Kay **PHONE** [redacted] (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: Ø

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Community Concerns

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Community Concerns

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Kimberly Cobos-Carothers **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] Request No. 5

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 01-04-2026 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PH** [redacted] *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 6

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1/14/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Raul Hurtado **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] **Request No.** 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Council Members

MEETING DATE: 1/14/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Rodasso **PHONE:** [redacted]

ADDRESS: [redacted] *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 8 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Comment

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] **Request No.** 9 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Sentencing in Montebello

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: LEVAN PROTHERO **PHONE:** [redacted] *(Optional)*

ADDRESS: [redacted] *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

MEETING DATE: 1/14/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Delia Delgado **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: N/A

NOTES: _____

ACCOMMODATIONS: N/A

TRANSLATION NEEDED: No ☐ Yes ☑ Language: _____

RECEIVED BY STAFF: _____

Absent ✓

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 11

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1/14/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Joe De La Torre **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Reappointment-GLACVCD

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Avik Cordeiro **PHONE:** _____ *(Optional)*

ADDRESS: [redacted] *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____


A Great Place to Live

City of SANTA FE Springs

1st time float in
Rose Parade & they
won Queen's Trophy
float was titled
Great Place to live - Work
and Play

City Manager Rene Bobadilla
on float

CITY OF MONTEBELLO
CITY COUNCIL AND SUCCESSOR AGENCY
JOINT REGULAR MEETING

MINUTES

WEDNESDAY, JANUARY 14, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor/ Chair Tamayo called the City Council and Successor Agency Meeting to order at 6:03 p.m. in conjunction with the regular City Council Meeting.

ROLL CALL

Members present were Mayor/ Chair Tamayo, Mayor Pro Tem/ Vice Chair Romero, Councilmember/ Member Peralta, Councilmember/ Member Alonzo, and Councilmember/ Member Melendez. City Clerk/Agency Secretary Jimenez and City Treasurer Matanga were also present.

City Attorney/Successor Agency Attorney Arnold Alvarez-Glasman, City Manager/ Executive Director Raul Alvarez, Assistant City Manager Angelica Palmeros, Management Analyst Samantha Nevarez, and Department Directors Kimberly Guillen, Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

CLOSED SESSION - NONE

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

PUBLIC COMMENTS ON NON-AGENDA AND 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/SA 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/SA 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/Chairperson and City Council/Agency.

None.

REGULAR BUSINESS - NONE

CONSENT CALENDAR

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

Councilmember/ Member Melendez motioned, seconded by Councilmember/ Member Peralta, to approve Item No. 1; the motion was approved unanimously.

1. APPROVAL OF SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2026-27

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Successor Agency Resolution Nos. 26-01and 26-02 adopting the Fiscal Year 2026-27 Recognized Obligation Payment Schedule (26-27 ROPS) and Administrative Budget for the 2026-27 Fiscal year; and
2. Direct staff to submit all required resolutions and related documents to the State of California's Department of Finance per Assembly Bill 26, Senate Bill 107 and all related redevelopment dissolution statutes and guidelines; and
3. Take such additional, related action that may be desirable.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 14, 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

DRAFT

Mayor/ Chair Tamayo adjourned the City Council and Successor Agency Meeting at 6:06 p.m.

THE MINUTES OF JANUARY 14, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 28TH DAY OF JANUARY 2026.

DRAFT

ITEM # 15

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-05 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 28, 2026

RESOLUTION NO 26-05
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.1604, consisting of 6 pages, and including:

Warrant No.

General: Check No. 609654 through 609738
ACH No. 9994 through 10084

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED ON THIS 28th OF 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. 26-05 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28TH day of 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. 1604
From Payment Date 01/01/26 - To Payment Date 01/08/26

	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9994	12/18/2025	$0.00	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
9995	12/18/2025	$0.00	CONTRACT SERVICES	5133	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE
9996	08/31/2025	$9,147.41	TRAINING	3163	BANK OF AMERICA
9997	08/31/2025	$2,289.01	SUPPLIES	3163	BANK OF AMERICA
9998	08/31/2025	$6,705.47	SUPPLIES	3163	BANK OF AMERICA
9999	09/30/2025	$175.00	MISCELLANEOUS EXPENSE	3163	BANK OF AMERICA
10000	09/30/2025	($1,652.73)	SUPPLIES	3163	BANK OF AMERICA
10001	11/30/2025	$44.28	SUPPLIES	3163	BANK OF AMERICA
10002	11/30/2025	$792.01	SUPPLIES	3163	BANK OF AMERICA
10003	08/31/2025	$121.23	SUPPLIES	3163	BANK OF AMERICA
10004	08/31/2025	$2,111.20	SUPPLIES	3163	BANK OF AMERICA
10005	09/30/2025	$637.06	SUPPLIES	3163	BANK OF AMERICA
10006	10/31/2025	$3,874.02	SUPPLIES	3163	BANK OF AMERICA
10007	11/30/2025	$385.21	SUPPLIES	3163	BANK OF AMERICA
10008	11/30/2025	$430.39	SUPPLIES	3163	BANK OF AMERICA
10009	10/31/2025	$4,319.05	SUPPLIES	3163	BANK OF AMERICA
10010	11/30/2025	$203.41	SUPPLIES	3163	BANK OF AMERICA
10011	09/30/2025	$739.92	SUPPLIES	3163	BANK OF AMERICA
10012	08/31/2025	$353.87	SUPPLIES	3163	BANK OF AMERICA
10013	10/31/2025	$1,258.64	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10014	10/31/2025	$483.40	SUPPLIES	3163	BANK OF AMERICA
10015	09/30/2025	$949.73	SUPPLIES	3163	BANK OF AMERICA
10016	10/31/2025	$591.03	SUPPLIES	3163	BANK OF AMERICA
10017	11/30/2025	$907.38	SUPPLIES	3163	BANK OF AMERICA
10018	09/30/2025	$725.00	TRAINING	3163	BANK OF AMERICA
10019	09/30/2025	$150.00	TRAINING	3163	BANK OF AMERICA
10020	09/30/2025	$1,015.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10021	10/31/2025	$7,896.12	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10022	11/30/2025	$240.26	SUPPLIES	3163	BANK OF AMERICA
10023	09/30/2025	$990.80	SUPPLIES	3163	BANK OF AMERICA
10024	07/31/2025	$18,900.06	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10025	09/30/2025	$5,381.79	TRAVEL & MEETINGS	3163	BANK OF AMERICA

City of Montebello
Register of Demands No. 1604
From Payment Date 01/01/26 - To Payment Date 01/08/26

	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
10026	10/31/2025	$5,508.82	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10027	11/30/2025	$7,266.14	SUPPLIES	3163	BANK OF AMERICA
10028	12/23/2025	$1,450.50	RETIREMENT	58990	VISION SERVICE PLAN
10029	11/12/2025	$2,377.49	FRINGE BENEFITS	58990	VISION SERVICE PLAN
10030	12/26/2025	$3,434.03	RETIREMENT	58990	VISION SERVICE PLAN
10031	12/26/2025	$390.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
10032	12/26/2025	$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
10033	12/26/2025	$2,805.83	FRINGE BENEFITS	58990	VISION SERVICE PLAN
10034	12/31/2025	$300.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10035	11/30/2025	$838.78	SUPPLIES	3163	BANK OF AMERICA
10036	11/30/2025	$11,536.34	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10037	09/30/2025	$190.81	SUPPLIES	3163	BANK OF AMERICA
10038	12/31/2025	$19.48	SUPPLIES	3163	BANK OF AMERICA
10039	11/30/2025	$702.47	SUPPLIES	3163	BANK OF AMERICA
10040	12/31/2025	$466.46	SUPPLIES	3163	BANK OF AMERICA
10041	09/30/2025	$40.20	SUPPLIES	3163	BANK OF AMERICA
10042	12/31/2025	$352.77	SUPPLIES	3163	BANK OF AMERICA
10043	11/30/2025	$2,304.76	SUPPLIES	3163	BANK OF AMERICA
10044	12/31/2025	$127.50	SUPPLIES	3163	BANK OF AMERICA
10045	10/31/2025	$978.83	SUPPLIES	3163	BANK OF AMERICA
10046	10/31/2025	$486.63	SUPPLIES	3163	BANK OF AMERICA
10047	01/08/2026	$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
10048	01/08/2026	$1,063.04	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
10049	01/08/2026	$27,474.40	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
10050	01/08/2026	$574,203.55	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
10051	01/08/2026	$946.99	CONTRACT SERVICES	35980	SAEED RADMEHR
10052	01/08/2026	$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
10053	01/08/2026	$787.29	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
10054	01/08/2026	$6,749.46	CONTRACT SERVICES	2624	CRAFCO INC
10055	01/08/2026	$41,481.33	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
10056	01/08/2026	$319.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ DBA RAPID LEGAL CENTER
10057	01/08/2026	$1,085.46	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
10058	01/08/2026	$35.70	CONTRACT SERVICES	23660	DAIOHS USA
10059	01/08/2026	$1,406.15	SUPPLIES	2059	HASA INC

City of Montebello
Register of Demands No. 1604
From Payment Date 01/01/26 - To Payment Date 01/08/26

	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
10060	01/08/2026	$1,518.22	CONTRACT SERVICES	4855	HORIZON MECHANICAL CONTRACTORS OF CALIFORNIA
10061	01/08/2026	$57,461.68	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
10062	01/08/2026	$13,038.80	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
10063	01/08/2026	$800.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
10064	01/08/2026	$190.61	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
10065	01/08/2026	$120.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
10066	01/08/2026	$4,461.00	SUPPLIES	26670	LIFE-ASSIST INC
10067	01/08/2026	$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
10068	01/08/2026	$26,247.40	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
10069	01/08/2026	$2,551.89	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
10070	01/08/2026	$576.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
10071	01/08/2026	$2,443.04	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
10072	01/08/2026	$724.53	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
10073	01/08/2026	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
10074	01/08/2026	$842.30	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
10075	01/08/2026	$1,407.77	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
10076	01/08/2026	$38,438.96	CONTRACT SERVICES	4948	STRATA LANDSCAPING LLC DBA VERDANT LANDSCAPING INC
10077	01/08/2026	$12,913.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
10078	01/08/2026	$0.15	SUPPLIES	45120	ULINE INC
10079	01/08/2026	$321.43	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
10080	01/08/2026	$822.86	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
10081	01/08/2026	$1,329.31	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
10082	01/08/2026	$6,688.34	SUPPLIES	3088	WAXIE SANITARY SUPPLY
10083	01/08/2026	$520.00	ADVERTISING/PRINTING SERVICES	328	WRITER ANNE COMMUNICATIONS
10084	01/08/2026	$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
	ACH TOTAL	$966,117.12			

609654	01/08/2026	$6,950.68	ADVERTISING/PRINTING SERVICES	31600	4 IMPRINT
609655	01/08/2026	$84,748.32	CONTRACT SERVICES	4686	A.O. REED & CO LLC
609656	01/08/2026	$29,777.30	CONTRACT SERVICES	4776	ADMINSURE INC
609657	01/08/2026	$300.00	DUES & SUBSCRIPTIONS	5297	ALHAMBRA POLICE DEPARTMENT
609658	01/08/2026	$17,709.04	IMPROVEMENTS OTHER THAN BUILDING	199	ALL AMERICAN ASPHALT

City of Montebello
Register of Demands No. 1604
From Payment Date 01/01/26 - To Payment Date 01/08/26

	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
609659	01/08/2026	$10,470.31	UTILITY SERVICES	39550	AT&T
609660	01/08/2026	$450.00	SUPPLIES	5138	AT&T MOBILITY NATIONAL ACCOUNTS, LLC
609661	01/08/2026	$155,726.87	CONTRACT SERVICES	2589	AXON ENTERPRISE INC
609662	01/08/2026	$1,290.86	CONTRACT SERVICES	4132	BWI LIGHT LLC
609663	01/08/2026	$5,066.81	SUPPLIES	3121	C & O MFG
609664	01/08/2026	$300.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
609665	01/08/2026	$900.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
609666	01/08/2026	$839.73	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
609667	01/08/2026	$2,238.79	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
609668	01/08/2026	$3,572.38	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
609669	01/08/2026	$8,659.00	CONTRACT SERVICES	4846	CWE
609670	01/08/2026	$800.00	CONTRACT SERVICES	4420	DF POLYGRAPH
609671	01/08/2026	$6,234.73	ADVERTISING/PRINTING SERVICES	4888	ECLIPSE PRINTING & GRAPHICS LLC DBA JAMES LITHIO
609672	01/08/2026	$140.00	POLICE RELATED FEES	5286	LYN CARPENTER ENGELKES
609673	01/08/2026	$157.19	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
609674	01/08/2026	$2,479.63	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
609675	01/08/2026	$8,774.61	UNIFORM EXPENSE	55650	GALLS LLC
609676	01/08/2026	$7,668.33	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
609677	01/08/2026	$250.00	GENERAL GOVERNMENT	5292	KATIA GONZALEZ
609678	01/08/2026	$292.85	CONTRACT SERVICES	5156	HERC RENTALS INC.
609679	01/08/2026	$53.48	CONTRACT SERVICES	4933	HIRSCH PIPE & SUPPLY CO INC
609680	01/08/2026	$5,285.06	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
609681	01/08/2026	$3,560.06	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
609682	01/08/2026	$4,998.00	SUPPLIES	5267	Infinite Creative Enterprises, Inc. DBA Infinity Massage Chairs
609683	01/08/2026	$1,789.00	CONTRACT SERVICES	5198	ION SECURITY & FIRE SYSTEMS INC.
609684	01/08/2026	$15,000.00	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
609685	01/08/2026	$2,150.33	MACHINERY & EQUIPMENTS	4765	JCB SOUTHERN CALIFORNIA, LLC
609686	01/08/2026	$1,284.19	UNIFORM EXPENSE	1578	UNIFORM HEADQUARTERS
609687	01/08/2026	$18,658.50	CONTRACT SERVICES	3716	KOA CORPORATION
609688	01/08/2026	$250.00	GENERAL GOVERNMENT	5293	SAMANTHA LOPEZ
609689	01/08/2026	$117.00	MACHINERY & EQUIPMENTS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
609690	01/08/2026	$575.10	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
609691	01/08/2026	$4,822.00	PERMITS AND FEES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
609692	01/08/2026	$36,895.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT

City of Montebello
Register of Demands No. 1604
From Payment Date 01/01/26 - To Payment Date 01/08/26

	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
609693	01/08/2026	$21,284.87	MACHINERY & EQUIPMENTS	4918	MES SERVICE COMPANY LLC
609694	01/08/2026	$10,875.32	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
609695	01/08/2026	$592.50	GENERAL GOVERNMENT	5291	LUIS MORENO
609696	01/08/2026	$440.00	CONTRACTORS	5294	SUMMER NAM
609697	01/08/2026	$479.05	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
609698	01/08/2026	$414.10	SUPPLIES	15620	OFFICE DEPOT INC
609699	01/08/2026	$1,850.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
609700	01/08/2026	$530.22	CONTRACT SERVICES	62430	ORBIT PARTY RENTALS INC
609701	01/08/2026	$600.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
609702	01/08/2026	$177.00	CONTRACTORS	5296	ALBERTO PEREZ
609703	01/08/2026	$24,082.90	CONTRACT SERVICES	5134	PHILLIP BURNS DBA THE ARROYO GROUP
609704	01/08/2026	$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
609705	01/08/2026	$1,800.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
609706	01/08/2026	$1,530.00	CONTRACT SERVICES	4402	PREMIER WALL SYSTEMS INC
609707	01/08/2026	$2,521.67	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
609708	01/08/2026	$462.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
609709	01/08/2026	$2,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
609710	01/08/2026	$50.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
609711	01/08/2026	$260.00	CONTRACT SERVICES	4952	DEBORAH LYNN RIVERA
609712	01/08/2026	$9,000.00	DUES & SUBSCRIPTIONS	1415	SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP
609713	01/08/2026	$3,001.04	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
609714	01/08/2026	$422.81	CONTRACTORS	5295	JOSE EDGAR SANDOVAL
609715	01/08/2026	$625.00	EDUCATION REIMBURSEMENT	5229	JACOB SCHWENK
609716	01/08/2026	$2,081.00	PERMITS AND FEES	935	SESAC INC
609717	01/08/2026	$10,068.10	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
609718	01/08/2026	$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
609719	01/08/2026	$780.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
609720	01/08/2026	$149,905.09	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
609721	01/08/2026	$850.00	CONTRACT SERVICES	4520	STARBIANO LLC
609722	01/08/2026	$270.00	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
609723	01/08/2026	$22,499.00	CONTRACT SERVICES	3394	T & G GLOBAL LLC
609724	01/08/2026	$1,435.00	SUPPLIES	526	T-MOBILE USA INC
609725	01/08/2026	$1,227.18	FUEL	4844	THE JANKOVICH COMPANY LLC
609726	01/08/2026	$228.90	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST

City of Montebello
Register of Demands No. 1604
From Payment Date 01/01/26 - To Payment Date 01/08/26

	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
609727	01/08/2026	$300.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
609728	01/08/2026	$5,146.66	CONTRACT SERVICES	20070	UC REGENTS
609729	01/08/2026	$74,725.87	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
609730	01/08/2026	$1,049.10	UTILITY SERVICES	23610	VERIZON WIRELESS
609731	01/08/2026	$314.94	CONTRACT SERVICES	4593	VESTIS GROUP INC
609732	01/08/2026	$5,672.00	CONTRACT SERVICES	3858	WEATHERBY PARENT, LLC
609733	01/08/2026	$15,160.33	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
609734	01/08/2026	$54,488.05	CONTRACT SERVICES	3731	YUNEX LLC
609735	01/08/2026	$4,538.28	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
609736	01/08/2026	$82.62	CONTRACT SERVICES	2905	ZUTRA WATER
609737	01/08/2026	$30.00	PARKS AND RECREATION	5210	KENNETH C. ORTIZ
609738	01/08/2026	$250.00	GENERAL GOVERNMENT	5219	AMY TORRES
	CHECK TOTAL	$897,096.72			
	GRAND TOTAL	**$1,863,213.84**			

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 - February

February 11, 2026 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Black History Month	Presentation	Public Affairs	David S.
	American Heart Month	Presentation	Public Affairs	David S.
	Minutes	Consent.	Admin	Angelica P.
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.