



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, APRIL 8, 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
Fire Chief
Police Chief
Director of City Clerk Services
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Angelica Palmeros
Fernando Pelaez
Luis Lopez
Kimberly Guillen
Michael Solorza
Ramon Figueroa
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebellocal.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 immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#),

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Significant exposure in two cases

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Maria Concepcion Sanchez v. City of Montebello, et al.
Case No.: 24STCV22807

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER**CEREMONIAL ITEMS/PRESENTATIONS**

3. PROCLAMATION FOR NATIONAL CHILD ABUSE PREVENTION MONTH
4. PROCLAMATION FOR AUTISM AWARENESS MONTH
5. PROCLAMATION FOR ARMENIAN HISTORY MONTH
6. PROCLAMATION FOR NATIONAL DONATE LIFE MONTH
7. PROCLAMATION FOR INVINCIBLE DAY

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 - 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.

8. PROCLAMATION FOR NATIONAL VOLUNTEER MONTH

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Proclamation declaring April as National Volunteer Month.

9. APPROVAL OF RESOLUTION NOS. 26-24 AND 26-25 APPROVING THE CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS AND HOLIDAY CLOSURES OF CITY HALL AND RELATED ADMINISTRATIVE FACILITIES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-24, approving the cancellation of regularly scheduled City Council meetings on July 8, 2026; July 22, 2026; November 11, 2026; November 25, 2026; and December 23, 2026; and

2. Adopt Resolution No. 26-25, approving the closure of City Hall and the Recreation and Community Services on Wednesday, November 25, at 1:00 p.m.; and
3. Take such additional, related action that may be desirable.

10. ADOPT RESOLUTION NO. 26-22 DECLARING THE CITY'S INTENTION TO LEVY FISCAL YEAR 2026-27 ANNUAL ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT 2005-2

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-22 (Attachment A) establishing the City's intention to increase the Fiscal Year 2026-27 Levy of Annual Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-2; and
2. Authorize the City to order the preparation and filing of an Engineer's Report; and
3. Take such additional, related action that may be desirable.

11. APPROVE ISSUING REQUEST FOR QUALIFICATIONS (RFQual) NO. 26-03 TO SOLICIT STATEMENT OF QUALIFICATIONS FOR LABOR COMPLIANCE AND PROGRAM ADMINISTRATION SUPPORT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to publish a Request for Qualifications (RFQual No. 26-03) to solicit statement of qualifications from qualified firms for on-call labor compliance and program administration support services; and
2. Take such additional, related action that may be desirable.

12. APPROVE ISSUING REQUEST FOR QUALIFICATIONS NO. 26-04 TO SOLICIT STATEMENT OF QUALIFICATIONS FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to publish a Request for Qualifications (RFQual No. 26-04) to solicit statement of qualifications from qualified firms for on-call material testing and special inspection services; and
2. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4282 WITH TOWNSEND PUBLIC AFFAIRS, INC. TO MODIFY THE COMPENSATION STRUCTURE FOR GRANT WRITING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4282 with Townsend Public Affairs, Inc. to modify the compensation structure from a monthly services rate to a project-based rate; and
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 4282 with Townsend Public Affairs, Inc; and
3. Take such additional, related action that may be desirable.

14. REJECT BIDS RECEIVED FOR CHET HOLIFIELD COMMUNITY GARDEN PROJECT (CP 945) IN ACCORDANCE WITH PUBLIC CONTRACT SECTION 22038(A)(1) AND AUTHORIZE STAFF TO PROCEED WITH READVERTISING AND REBIDDING THE PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Reject all bids received for the Chet Holifield Community Garden Project (CP 945) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to refine the project plans and specifications and re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1); and
3. Authorize the City Clerk's office to release bidders' bonds; and
4. Take such additional, related action that may be desirable.

15. APPROVAL OF MINUTES: MARCH 25, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-23 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 08, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-23 approving the Warrant Register dated April 08, 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.

- **Salvador Melendez, Councilmember**

- **Ric Alonzo, Councilmember**

- **Danielle Romero, Mayor Pro Tem**

- **Scarlet Peralta, Councilmember**

- **Georgina Tamayo, Mayor**

1. Seek consensus to ask staff to explore the feasibility of adding uplighting to City Hall to enhance visibility and civic pride and report back with recommendations.

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on April 22, 2026, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.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, April 5, 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 # 8

APPROVAL OF PROCLAMATION: NATIONAL VOLUNTEER MONTH



CITY OF *Montebello*

PROCLAMATION

PROCLAIMING MARCH 2026 AS NATIONAL VOLUNTEER MONTH

WHEREAS, the month of April is recognized nationwide as National Volunteer Month, a time to celebrate and honor the individuals who dedicate their time, energy, and talents to improving the lives of others; and

WHEREAS, volunteers are the backbone of strong, compassionate communities, contributing countless hours of service that support local programs, enhance public services, and uplift those in need; and

WHEREAS, the City of Montebello is enriched by the generosity and civic spirit of its volunteers, who serve in schools, community organizations, service groups, and City programs, helping to create a more vibrant and connected community; and

WHEREAS, volunteerism fosters a sense of unity, encourages civic engagement, and inspires individuals of all ages to take an active role in shaping the future of their community; and

WHEREAS, recognizing volunteers not only honors their contributions but also encourages others to follow their example and make a meaningful difference through service;

NOW, THEREFORE, I, Mayor Georgina Tamayo, on behalf of the City Council of the City of Montebello, do hereby proclaim April 2026 as “National Volunteer Month” in the City of Montebello, and encourage all residents to recognize the invaluable contributions of volunteers and to consider giving back through service in their community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Montebello to be affixed this 8 of April 2026.



Georgina Tamayo
Mayor

April 8, 2026





ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Director of City Clerk Services

**SUBJECT: APPROVAL OF RESOLUTION NOS. 26-24 AND 26-25 APPROVING
THE CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL
MEETINGS AND HOLIDAY CLOSURES OF CITY HALL AND RELATED
ADMINISTRATIVE FACILITIES**

DATE: April 8, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-24, approving the cancellation of regularly scheduled City Council meetings on July 8, 2026; July 22, 2026; November 11, 2026; November 25, 2026; and December 23, 2026; and
2. Adopt Resolution No. 26-25, approving the closure of City Hall and the Recreation and Community Services on Wednesday, November 25, at 1:00 p.m.; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The reduced operating hours will save costs on utilities and other operational expenses.

BACKGROUND/DISCUSSION:

The City of Montebello periodically adjusts its City Council meeting schedule and operating hours to reflect operational needs, established holiday observances, and historical practice. These observances are generally based on the Memoranda of Understanding (MOU) adopted by the City's employee bargaining groups and include closures for major holidays such as Thanksgiving Day, Christmas Day, and New Year's Day.

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In alignment with these observances, and to provide City staff the opportunity to spend time with their families during the holiday season, the City Council has historically approved adjustments to its meeting schedule, along with limited closures of City Hall and related administrative facilities. These adjustments typically occur during periods when City business activity is reduced and attendance at public meetings is lower due to holiday travel, community events, and family commitments.

The City has also periodically canceled regularly scheduled City Council meetings when they occur near major holidays or when scheduling conflicts arise, such as Councilmember attendance at conferences. These cancellations help optimize staff time and City resources while ensuring that essential City operations continue uninterrupted.

For 2026, staff recommends that the City Council approve the cancellation of the regularly scheduled City Council meetings on July 8, July 22, November 11, November 25, and December 23, 2026. Staff also recommends the early closure of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 25, 2026, at 1:00 p.m. These proposed adjustments are consistent with past practice and are not expected to significantly impact City operations, as essential services, including Police, Fire, and other public safety operations, will remain fully operational.

The regularly scheduled City Council meeting on Wednesday, November 11, 2026, falls on the Veterans Day holiday. In observance of this federal holiday, staff recommends canceling the November 11 meeting. To maintain the regular flow of City Council business, the meeting will instead be held on Tuesday, November 10, 2026.

If approved, the City Manager's Office, City Clerk's Office, and Public Affairs will coordinate public notification of the meeting cancellations and facility closures through the City's website, social media platforms, and appropriate signage at affected facilities.

ENVIRONMENTAL:

N/A

ANALYSIS:

If approved by the City Council, communication regarding the cancellations will be coordinated by the City Manager's Office, City Clerk's Office, and Public Affairs. The community will receive notice of the cancellations through signage at City Hall, social media, and the City's website.

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 26-24 approving the cancellation of the regularly scheduled City Council meetings on July 8, July 22, November 11, November 25, and December 23, 2026, and adopt Resolution No. 26-25 approving the early closure of City Hall and the Recreation and Community Services Administrative Office on November 25, 2026, at 1:00 p.m. The recommendation also

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includes the option for the City Council to take any other related actions deemed necessary.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-24
2. Attachment B - Resolution No. 26-25

RESOLUTION NO. 26-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING CANCELLATION OF REGULARLY SCHEDULED MEETINGS ON JULY 8, 2026; JULY 22, 2026; NOVEMBER 11, 2026; NOVEMBER 25, 2026; AND DECEMBER 23, 2026

WHEREAS, the City of Montebello City Council holds Regular Meetings twice a month to conduct City business and address community concerns; and

WHEREAS, the City has historically adjusted its regular meeting schedule during periods surrounding major holidays, including Independence Day, Veterans Day, Thanksgiving, and the winter holiday season, when attendance and participation are typically reduced; and

WHEREAS, many residents and Councilmembers are engaged in family events, holiday travel, and related activities during these periods, making it reasonable to cancel meetings in order to optimize City resources and staff time; and

WHEREAS, the regularly scheduled City Council meeting on November 11, 2026, falls on the Veterans Day holiday, and cancellation of this meeting is consistent with the City's holiday observances; and

WHEREAS, the regularly scheduled City Council meetings on November 25, 2026, and December 23, 2026, fall during the Thanksgiving and winter holiday periods, when City business activity is reduced and meeting attendance is historically lower; and

WHEREAS, the cancellation of these meetings will be properly communicated to the public through official City channels, including signage, social media, and the City's website;

NOW, THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO THAT:

1. The City Council hereby approves the cancellation of the regularly scheduled City Council meetings on July 8, 2026; July 22, 2026; November 11, 2026; November 25, 2026; and December 23, 2026.
2. The City Manager's Office, City Clerk's Office, and Public Affairs Department are directed to coordinate appropriate public notification of these cancellations.
3. This Resolution shall take effect immediately upon its adoption.

RESOLUTION NO. 26-24

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APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 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. 26-24 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 8th day of April 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

RESOLUTION NO. 26-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE CLOSURE OF CITY HALL AND THE RECREATION AND COMMUNITY SERVICES ADMINISTRATIVE OFFICE ON WEDNESDAY, NOVEMBER 25, 2026, AT 1 P.M.

WHEREAS, the City of Montebello has established annual holiday observances based on the Memoranda of Understanding adopted by various employee groups; and

WHEREAS, these observances include closures for major holidays such as Thanksgiving Day, Christmas Day, and New Year's Day; and

WHEREAS, in alignment with these established holiday observances, the City has historically approved early closures of administrative offices to allow employees additional time with their families during the holiday season; and

WHEREAS, staff recommends the early closure of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 25, 2026, at 1:00 p.m., in observance of the Thanksgiving holiday; and

WHEREAS, this early closure is not expected to significantly impact City operations, as routine business activity is typically reduced during this period, and essential services will remain operational; and

WHEREAS, advance notice of the closure will be provided to the public through appropriate communication channels, including the City's website, social media platforms, and on-site postings;

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

1. The City Council hereby approves the closure of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 25, 2026, at 1 p.m.
2. The City Manager, City Clerk, and Public Affairs are directed to provide public notice of these closures through the City's website, social media platforms, and other appropriate channels.
3. Arrangements will be made to ensure that critical City services remain operational and that the public has access to necessary resources during the closure periods.

RESOLUTION NO. 26-25

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APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 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. 26-25 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 8th day of April 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 # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 26-22 DECLARING THE CITY'S INTENTION TO LEVY FISCAL YEAR 2026-27 ANNUAL ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT 2005-2**

DATE: April 8, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-22 (Attachment A) establishing the City's intention to increase the Fiscal Year 2026-27 Levy of Annual Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-2; and
2. Authorize the City to order the preparation and filing of an Engineer's Report; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The operation and maintenance (O&M) costs for the sewer and storm drain facilities servicing the Natasha Lane residential development (Attachment A, Exhibit A) are funded through an annual parcel assessment. Over the last several fiscal years, the system experienced increased maintenance, repairs, and equipment replacement needs due to the age of the storm water and sewer pump lift stations.

Approval of Resolution No. 26-22 (Attachment A) initiates the assessment proceedings for Fiscal Year 2026-27. Prior year assessments were not sufficient to recuperate expenses related to prior maintenance work, replacement of pump equipment, and other necessary repairs. Because of the ongoing shortfall between expenses and the annual levy, there is a projected deficit of \$188,236 as of June 30, 2026.

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In addition, there are known near-term capital expenses related to replacement of the sewer and storm drain pumps that will require additional levy amounts. It is estimated that the combination of near-term capital expenses and erasing the existing deficit requires an additional \$859,023 in levies be collected. This amount will be recovered over a period of several years.

City staff are required to prepare an Engineer's Report that analyzes and calculates the assessment levies, which includes actual O&M costs, proposed future assessments, and the method of apportionment for the assessment district. The Fiscal Year 2026-27 budget will include appropriations for assessment revenues and associated expenditures necessary to properly maintain and operate the sewer and storm drain system. The Engineer's Report will provide detailed financial analysis required to support future upkeep of the proposed assessment.

BACKGROUND/DISCUSSION:

Natasha Lane is a twenty-unit housing development completed in 2005 near the intersection of Whittier Boulevard and Bluff Road. Due to the topography of Natasha Lane, the development required the construction of sewer and storm drain pump stations. The City is responsible for the maintenance and operation of the pump lift stations and appurtenant facilities.

An annual assessment is being proposed to offset the cost of maintenance and operation for Fiscal Year 2026–27, as well as to begin establishing a capital reserve to pay for upcoming capital projects related to the required replacement of the sewer and storm drain pump stations.

The attached Resolution No. 26-22 (Attachment A) establishes the City Council's intention to levy the assessment and orders the preparation of an Engineer's Report for the assessment district. The approval of the resolution initiates the assessment proceedings. The boundary of the assessment district is shown in Exhibit "A" attached to the Resolution (Attachment A). Presentation of the Engineer's Report and announcement of a public hearing will be done at the April 22, 2026 City Council meeting.

ENVIRONMENTAL:

Pursuant to CEQA Guidelines § 15061(b)(3), this action will not have a significant impact on the physical environment, since the subject resolution is for various administrative items associated with the subject property into existing assessment districts for purposes of maintenance.

ANALYSIS:

The proposed levy for Assessment District 2005-2 will require a Proposition 218 vote by property owners. This agenda report is the first of three public meetings required as part of the assessment process and for initiation and completion of a Proposition 218 vote by the Natasha Lane property owners.

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 8, 2026

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Proposition 218 is a California law approved by voters in 1996 that outlines how public agencies notify property owners and gather public input when proposing certain rate changes. Because the proposed Natasha Lane assessment amounts aim to provide sufficient funding for ongoing expenses while establishing a capital reserve for near-term capital expenditures, the Proposition 218 process must be followed.

In short, Proposition 218 requires a formal vote by property owners, requiring that:

"Prior to levying a new or increased assessment, or an existing assessment that is subject to the procedures and approval process set forth in Section 4 of Article XIID of the California Constitution, an agency shall give notice by mail to the record owner of each identified parcel. Each notice shall include the total amount of the proposed assessment chargeable to the entire district, the amount chargeable to the record owner's parcel, the duration of the payments, the reason for the assessment and the basis upon which the amount of the proposed assessment was calculated, and the date, time, and location of a public hearing on the proposed assessment. Each notice shall also include, in a conspicuous place thereon, a summary of the procedures for the completion, return, and tabulation of the assessment ballots required pursuant to subdivision (c), including a statement that the assessment shall not be imposed if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment, with ballots weighted according to the proportional financial obligation of the affected property."

The Proposition 218 process also requires an agency to give notice by mail at least 45 days prior to the date of the public hearing upon the proposed assessment. The April 22, 2026 City Council meeting will serve two purposes: 1) presentation of the Engineer's Report; and, 2) notice of a public hearing to be held on June 24, 2026 (more than 45 days from April 22).

The Proposition 218 ballot process requires that *"on the face of the envelope mailed to the record owner, in which the notice and ballot are enclosed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED." An agency may additionally place the phrase "OFFICIAL BALLOT ENCLOSED" on the face of the envelope mailed to the record owner, in which the notice and ballot are enclosed, in a language or languages other than English."*

At the notice of public hearing meeting date of April 22, 2026, which is the second step in the assessment process, City Council is asked to consider approval of the Engineer's Report and confirm the levied amount of the assessment that shows all the properties that are to be included in the assessment district. The public hearing for the assessment district is anticipated to be held at the regularly scheduled City Council meeting of June 24, 2026. These dates preserve the proper noticing deadlines per Proposition 218 and provide the Natasha Lane property owners with ample time to review the Engineer's Report.

SUMMARY:

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 8, 2026

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The City Council will consider approval of Resolution No. 26-22 (Attachment A) establishing the City's intention to levy an assessment for the operation and maintenance of the sewer and storm drain pump stations installed as part of the Natasha Lane housing development and orders the preparation and filing of an Engineer's Report for the assessment district (2005-2). Continued assessment of the properties benefiting from these improvements is necessary to offset the cost of maintenance, operation, and replacement of capital infrastructure critical to proper storm and sewer pump operations. There will be two subsequent meetings -- April 22 and June 24 -- at which the Engineer's Report will be presented and City Council action taken to levy the assessment necessary to provide for ongoing maintenance and required near-term pump station replacement.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-22

RESOLUTION NO. 26-22

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2026-27 LEVY OF INCREASED ANNUAL ASSESSMENTS FOR SEWER AND STORM DRAIN PUMP STATION OPERATIONS, MAINTENANCE, AND CAPITAL RESERVES FOR PROPERTIES LOCATED ALONG NATASHA LANE, AND ORDERING THE PREPARATION AND FILING OF AN ENGINEER'S REPORT

RECITALS

WHEREAS, the City Council of the City of Montebello proposes to initiate proceedings for the levy of increased annual assessments for properties located along Natasha Lane, as shown in Exhibit "A," for the Sewer and Storm Drain Pump Station Assessment District (hereinafter referred to as the "District"), pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council intends to levy and collect assessments to fund the operation, maintenance, and capital reserves associated with the sewer and storm drain pump station facilities serving the District; and

WHEREAS, the provisions of Division 15, Part 2 require the preparation and filing of an Engineer's Report in accordance with Chapter 3 (commencing with Section 22620) of said Code; and

WHEREAS, the boundaries of the assessment district are generally described as the properties located along Natasha Lane and are more particularly shown on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, no new improvements are proposed at this time, and the assessment will continue to fund the ongoing operation, maintenance, and future replacement of existing facilities.

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

SECTION 1. The above recitals are true and correct and are hereby incorporated herein.

SECTION 2. The City Council hereby declares its intention to levy increased annual assessments for Fiscal Year 2026-27 within the District to fund the operation, maintenance, and capital reserves of the sewer and storm drain pump station facilities.

SECTION 3. The City Engineer is hereby ordered to prepare and file with the City Council an Engineer's Report relating to the Fiscal Year 2026-27 levy of annual assessments for the District in accordance with Chapter 3 (commencing with Section

RESOLUTION NO. 26-22

Page 2 of 3

22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

SECTION 4. Upon completion, the Engineer's Report shall be filed with the City Clerk, who shall present the same to the City Council for its consideration in accordance with Section 22623 of the Streets and Highways Code.

[Signatures on the following page.]

APPROVED AND ADOPTED THIS 8TH DAY OF APRIL 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. 26-22 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 8th day of April 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

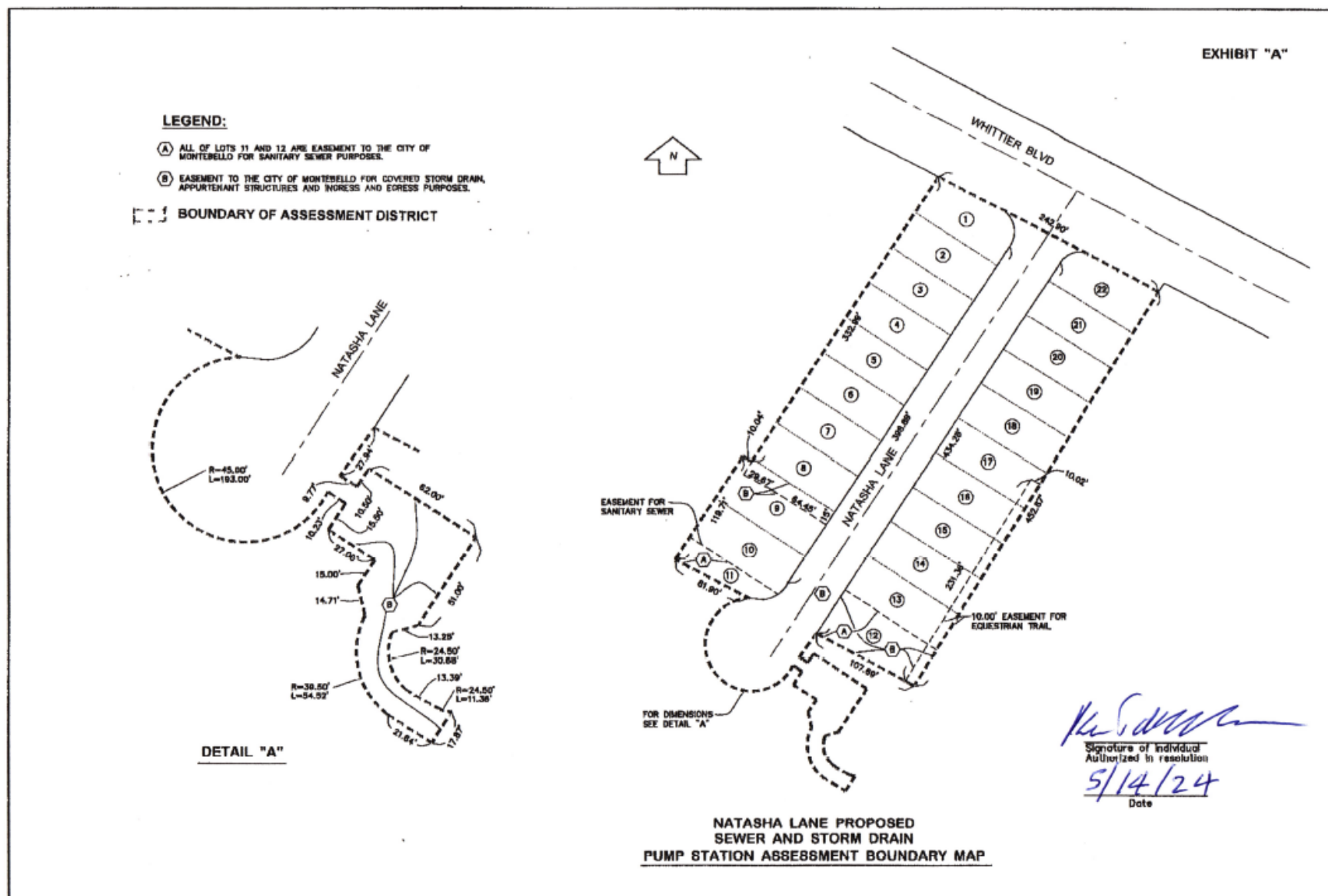
ABSTAIN:

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



Addresses:

100 Natasha Lane
101 Natasha Lane
104 Natasha Lane
105 Natasha Lane
108 Natasha Lane

109 Natasha Lane
112 Natasha Lane
116 Natasha Lane
117 Natasha Lane
120 Natasha Lane

121 Natasha Lane
124 Natasha Lane
125 Natasha Lane
128 Natasha Lane
129 Natasha Lane

132 Natasha Lane
133 Natasha Lane
136 Natasha Lane
137 Natasha Lane
141 Natasha Lane



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE ISSUING REQUEST FOR QUALIFICATIONS (RFQual) NO. 26-03 TO SOLICIT STATEMENT OF QUALIFICATIONS FOR LABOR COMPLIANCE AND PROGRAM ADMINISTRATION SUPPORT SERVICES**

DATE: April 8, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to publish a Request for Qualifications (RFQual No. 26-03) to solicit statement of qualifications from qualified firms for on-call labor compliance and program administration support services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing the Request for Qualifications (RFQual) No. 26-03. Staff aims to minimize the use of the General Fund for these types of services and focus on utilizing specialized funds as the primary source to pay for Labor Compliance and Program Administration Support Services. Once Statement of Qualifications are submitted and evaluated, staff will return with a recommendation of firms to provide such services and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

The City of Montebello's Public Works Department oversees the construction of public works projects subject to federal and state prevailing wage requirements. Compliance with the federal Davis-Bacon Act and the California Department of Industrial Relations

(DIR) labor standards is a critical component of project implementation and oversight.

Contractors and subcontractors are required to enter project information and submit electronic certified payroll records (CPRs) through the applicable federal and state reporting systems. City staff review contractor invoices, process progress payments, and monitor compliance with all local, state, and federal labor requirements. These systems cross-reference CPR data with applicable prevailing wage and fringe benefit rates established by the U.S. Department of Labor and the California DIR. In addition, both contractors and City staff input worker-level data to ensure compliance with workforce reporting requirements. The State uses this information to inform best management practices for workforce training and job placement initiatives.

The City has executed Agreement No. 4202 with the Los Angeles and Orange Counties Building and Construction Trades Council. In accordance with this agreement, all projects exceeding \$500,000 are required to comply with the Project Labor Agreement (PLA).

In addition, the City is seeking assistance with Program Administration Support Services to support the successful delivery of public works and grant-funded projects. These services include public outreach efforts both prior to and following project implementation, as required by many grant funding agencies.

The Department requires support with grant administration activities under this umbrella, including coordination, documentation, reporting, and ensuring compliance with applicable grant requirements. These services are essential to maintaining funding eligibility, meeting regulatory obligations, and ensuring transparency and accountability throughout project delivery.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize issuing RFQual No. 26-03 to solicit qualifications for on-call labor compliance and program administration support services. Upon City Council approval, staff will proceed with the recommended action and return at a future date to award an agreement.

ATTACHMENT(S)

1. Attachment A - RFQual No. 26-03 - Labor Compliance & Program Administration Support Services
2. Attachment B - Agr No. 4202 - Los Angeles, Orange Counties Building and Construction Trades Council

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

**Labor Compliance & Program Administration Support Services
RFQual No. 26-03**

FOR

CITY OF MONTEBELLO, CALIFORNIA



Due Date: May 6, 2026, at 11 am PST

Submit RFQual online via PlanetBids

City of Montebello
Public Works Department
Attn: Vanessa Ramos, Administrative Manager
1600 W. Beverly Boulevard
Montebello, CA 90640
Telephone: (323) 887-1460
Email: varamos@montebellocal.gov
City Website: <https://cityofmontebello.com>

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City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

1. Introduction

The City of Montebello (hereinafter referred to as the "City") is pleased to present this Request for Qualifications ("RFQual") soliciting Statement(s) of Qualifications ("SOQ") from general vendors/consultant/contractors (hereinafter referred to as "Consultant"), seeking to submit proposals for Labor Compliance & Program Administration Support Services ("Services"). Based on the SOQ responses, the City will compile a short-list of qualified Consultants ("Short-List of Respondents"). The City intends to issue on-call bench list contracts to the consultants selected based on the quality of the proposals received.

SOQs are **due on Wednesday, May 6, 2026 at 11:00 am PST** through the City's PlanetBids portal ("Portal"). Before submitting SOQs, Consultants must register as a "vendor" in the Portal. Consultants are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. All responses to this opportunity must conform to the requirements of this RFQual. Failure to do so may result in the response being considered non-responsive.

The Public Works Department is seeking RFQual to solicit SOQs and Hourly Rates (Billing Rates) from qualified consulting firms to provide labor compliance support and program administration support services on various projects and programs. Qualified proposers will provide labor compliance services to monitor both Federal and State prevailing wage rates and other labor compliance related services on projects funded, though not limited to: Federal Highway Administration, State of California Department of Transportation, Southern California Council of Governments, Los Angeles County Metropolitan Transportation Authority and other applicable governmental funding agencies. The City of Montebello has adopted Agreement No. 4202 - Los Angeles, Orange Counties Building and Construction Trades Council. All projects over \$500,000 require the awarded contractor to comply with the Project Labor Agreement. Proposers shall also aid the City in the implementation, oversight, coordination, and reporting of Federal and State funded projects. The selected consultant(s) will work in collaboration with City staff to provide administrative, technical, and programmatic support to ensure effective program implementation, requirement compliance, and timely reporting. The City intends to establish a bench of up to three (3) consultants to provide Labor Compliance & Program Administration Support Services on an on-call, as-needed basis. As projects are issued, the City may issue task orders, requests for service/proposal, or assign projects to one or more of the selected consultants based on the scope and requirements of the specific assignment.

The process for selecting the on-call bench list is described in **Appendix B – (Evaluation Criteria)**, attached hereto and incorporated herein by this reference.

The City reserves the right to refrain from issuing on-call bench list contract based on SOQ received. The City also reserves the right to re-issue the RFQual seeking additional SOQ based on its sole and independent judgment.

All qualifications submitted to the City shall become the exclusive property of the City. Once City staff has identified the on-call bench list of consultants, all qualifications shall become a matter of public record subject to disclosure, except for those elements of each qualification that are identified by the Consultant as business or trade secrets and marked as "Trade Secret", "Confidential", or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act (Cal. Gov. Code § 6250 *et seq.*).

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

Each element of qualifications submittal that the Consultant desires not to be considered a public record must be marked as set forth above. If disclosure is required under the California Public Records Act or other applicable law, the City will make an independent determination and retain the confidentiality to the extent permitted.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

2. About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a City in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service City that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions. In the upcoming years, the City anticipates growth in population and economic development. In preparation for this growth and increases in City service demands, the staff is seeking to improve the City infrastructure to support the expansion properly.

3. Proposed Scope of Work/Statement of Work

(This scope of work/statement of work is intended to provide interested Consultants submitting their SOQs a general understanding of the items and services required by the City. Shortly after selecting compiling the Short-List of Respondents, the City will issue on-call contracts to the selected consultants to begin performing Labor Compliance and Program Administration Support Services.)

Services provided under this RFQual will be for a three-year period starting on July 1, 2026, and ending on June 30, 2029, with the option to renew annually for an additional two (2) one-year extensions.

The consultant will provide labor compliance services for federal/state/county funded construction projects/programs and will ensure that the City complies with all regulations pertaining to labor compliance. Consultants shall provide labor compliance services to monitor construction projects/programs subject to Davis Bacon and Related Acts and/or Federal/State Prevailing Wage law requirements. Duties include, though are not limited to:

- Consultant shall review bid packages and ensure that reporting forms and wage rates are included per requirements of the project funding program(s) – federal and/or state as appropriate.
- Consultant shall obtain applicable wage rate information for the project funding source. The applicable wage rate decisions shall be provided to the prime contractor and all subcontractors for inclusion in all subsequent subcontractor contracts as required by applicable labor law.
- Consultant will participate in pre-construction meetings with prime contractor, subcontractors, and City staff for issues related to labor compliance standards.
- Consultant will provide prime contractor and subcontractor(s) one-on-one training and assistance in completing required labor compliance documents (if needed).
- When discrepancies are identified regarding pay and benefits with a contractor's employee, consultant will work with the contractor to resolve the issue in an expedient manner, providing documentation of the problem and outcome to City staff and the project manager.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

- Conduct on-site job interviews with the contractor, subcontractor, and employees to ensure compliance, documents and report findings as required for the duration of the project.
- Verify contractor and subcontractor are in compliance with the State Department of Industrial Relations website registration and reporting compliance.
- Consultant will verify that the contractor and subcontractor licenses are current and active with the California State Contractor's License Board, and they are not on the federal debarment list.
- Consultant will utilize the County's LCP Tracking system and shall promptly review the weekly Certified Payroll Reports (CPRs) and eDocuments as received and notify the prime contractor of any deficiencies in wages, overtime compensation, incomplete or inaccurate CPRs, and/or incomplete or inaccurate Statement of Compliance.
- Prepare and disburse monthly progress labor compliance audit reports to City staff and project manager.
- Consultant shall assist with verifying release of progress payments.
- At the conclusion of a project, the consultant shall provide the City with all documentation and correspondence related to the construction project.
- Other labor compliance activities/duties as required by project funding source rules and regulations.
- Assistance with outreach associated with the project.
- Assist with planning, coordination, and administrative processes of City projects.
- Prepare material and supporting documents for project funding, including application and reporting.
- Consultant will support the City in tracking program performance and preparing required documentation for internal and external reporting purposes.
- Consultant will support the maintenance of program documentation and coordinate with City staff, contractors, and funding agencies.
- Prepare program reports, summaries, and required documentation.
- Maintain organized records and program files in accordance with applicable requirements.
- Consultant will assist with monitoring program compliance with regulations and funding requirements

The City is not obligated to pay any costs incurred by the proposer(s) in the preparation of the RFQual. Proposers agree that all costs incurred in developing a proposal are the proposer's responsibility.

4. Submissions

Please review Appendix – A (Proposal Format), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your SOQ submission. Failure to provide all of the information requested in your SOQ may result in it being considered non-responsive.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

Responses to this RFQual must be submitted electronically via the City's PlanetBids Portal no later than **Wednesday, May 6, 2026 at 11:00 am PST**. Any responses that are transmitted and/or electronically time-stamped after the deadline shall not be accepted. Consultants planning to submit responses to this request are highly encouraged to register an account in the City's PlanetBids Vendor Portal and submit all documentation ahead of the deadline to avoid any technical difficulties/errors.

5. RFQual Timeline

- Release RFQual April 9, 2026
- Online Q&A Deadline April 20, 2026 at 12:00 pm
- City Issued Q&A Addendum April 23, 2026 at 12:00 pm
- Deadline to Submit SOQ via PlanetBids May 6, 2026 at 11 am PST
- Notifications sent to selected Consultants May 21, 2026
- Tentative City Council Award of Professional Services Agreement June 10, 2026

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

6. Non-Commitment of City

It should be noted that this RFQual does not commit the City to solicit proposals and/or award a final agreement/contract, to pay any costs incurred in the preparation of qualifications for this request, of preparation of a proposal for this request, or to procure or contract the purchaser of any items and/or services.

7. Responsibility of Costs

All Consultants responding are responsible for costs associated with preparing materials in response to this RFQual, and the City assumes no responsibility for any such costs, incidental expenses, or any business losses.

Appendix A - Proposal Format and Content

*****PLEASE REVIEW BEFORE SUBMITTING YOUR RESPONSE*****

Consultants interested in this opportunity must submit a Statement of Qualifications (SOQ) providing details regarding their qualifications and experience. Using each Consultant's response, the City will develop a list of selected on-call Consultants ("Short-List of Respondents"). The City reserves the right, at its sole discretion, to increase the number of Contractors included to the Short-List of Respondents.

SOQ Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their qualifications prior to submission to ensure they adhere to the requirements. If the RFQual is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does **not** include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for qualifications subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFQual.
3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFQual.

SOQ Content

Your response should include the following sections/information:

1. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

4. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.
5. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.
6. **Conflict of Interest Statement** – The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.
7. **Cost Proposal** – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for qualifications. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFQual. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFQual or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Consultant. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

8. **References** – Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

City may contact the individual listed at its discretion. Resumes may also be included in this section for any key staff associated with project.

9. **Redline Comments on the Professional Services Agreement Template** – Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City’s insurance requirements as a condition of eligibility.
10. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

Appendix B – Evaluation Criteria

*****PLEASE REVIEW BEFORE SUBMITTING YOUR RESPONSE*****

Through this RFQual No. 26-03 process, the City will identify a qualified pool of at least three (3) Consultants ("Short List of Respondents") for the Labor Compliance and Program Administration Support Services ("Services").

Consultants will submit a Statement of Qualifications (SOQ) adhering to the guidelines identified in **Appendix A - (Proposal Format and Content)**. Failure to comply with the format and include all of the required sections may result in the proposal being considered "non-responsive" and no longer eligible for selection. The selection process will commence with a preliminary review of the proposals to ensure formatting and page limit guidelines were followed. The review will be conducted on a pass/fail basis.

All SOQs that receive a "pass" grade will move on to the comprehensive evaluation by the selection committee. Scoring will be based upon the following criteria and scores.

Understanding of the City's Requirements	(Up to 20 points)
Experience	(Up to 60 points)
Execution of Services	(Up to 10 points)
Reference Checks	(Up to 10 points)

Business Preferences – 1 additional point will be awarded for businesses that identify as one or more of the following:

- Local Business (within the City of Montebello and an active/current business license)
- Very Small Business Enterprise (VSBE)
- Disabled Veteran Business Enterprise (DVBE)
- Minority-Owned Business Enterprise (MBE)
- Woman-Owned Business Enterprise (WBE)

Documentation certifying a business that falls into one or more of these categories should be included in the "Additional Attachments" section.

Consultants have an opportunity to receive a score of up to 105 points.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

Evaluation Criteria Summary

SOQ Format – Does the response adhere to the page limit (30 pages, not cover letter/transmittal letter and additional attachments), font, and font size?	Pass/Fail
Does the SOQ include all sections/content listed in Appendix A? ☐ <i>Cover Letter/Letter of Interest</i> ☐ <i>General Consultant Information</i> ☐ <i>Statement regarding your understanding and approach</i> ☐ <i>Subcontractors/Sub-consultants</i> ☐ <i>Proposed Scope of Services</i> ☐ <i>Cost Proposal</i> ☐ <i>Experience with Labor Compliance & Program Administration Support Services</i> ☐ <i>Conflict of Interest Statement</i> ☐ <i>References</i> ☐ <i>Additional Attachments (Optional)</i>	Pass/Fail
Understanding of the City’s Requirements – The Consultant has reviewed the City requirements and demonstrated a competent level of performance.	20 points
Experience – Previous work in the public/private section is consistent with the work the City is seeking.	60 points
Execution of Services – The Consultant has described a straightforward, planned approach to providing Labor Compliance and Program Administration Support Services.	10 points
Reference Checks – References provided feedback. No terminated voided contracts are listed.	10 points
Business Preferences Local Business (w/n the City of Montebello) Very Small Business Enterprise (VSBE) Disabled Veteran Business Enterprise (DVBE) Minority-Owned Business Enterprise (MBE) Woman-Owned Business Enterprise (WBE)	1 point for each category, up to 5 points (Proof of each eligible category should be provided in the “Additional Attachments” section)

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-03 Labor Compliance & Program Administration Support Services

Appendix C – Reference Sheet

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix D – Professional Services Agreement Template

**CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. XXXX
FOR LABOR COMPLIANCE & PROGRAM ADMINISTRATION
SUPPORT SERVICES WITH XXXXXXXXXXXXXXXX
(RFQual No. 26-03)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____, a California corporation (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 to provide labor compliance and program administration support services to the CITY; and

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

WHEREAS, the CONSULTANT responded to CITY's Request for Qualifications dated _____ ("RFQual No. 26-03") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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 comprised of Sections 1 through 25, and its various Exhibits
- b. RFQual No. 26-03, attached hereto as **Exhibit "A"**
- c. The CONSULTANT'S statement of qualification to RFQual No. 26-03, attached hereto as **Exhibit "B"**
- d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R,

Appendices A and E as **Exhibit “C”**

- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFQual No. 26-03 and Consultant’s Proposal, attached hereto as **Exhibit “A and B”** and incorporated fully herein by this reference (hereinafter “Professional Services”).

B. The CONSULTANT shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONSULTANT shall be compensated in an annual amount not-to-exceed _____(the “Compensation”) for the performance of the Scope of Services as set forth in **Exhibit “C”**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONSULTANT within thirty (30) days of the date of such invoice.

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

F. On-Call Services. The CONSULTANT understands and acknowledges that this is an “on-call” agreement, execution of which does not guarantee that the CITY will issue a Notice to Proceed (“NTP”). No work shall commence by the CONSULTANT without a written NTP issued by authorized CITY personnel.

SECTION 3. TERM.

This Agreement shall commence on _____, and shall terminate on _____ (“Date of Completion”), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, 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. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

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.

f. The CONSULTANT's Reports or Meetings:

- i. The CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator or Project Coordinator to determine, if the CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

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.

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 thirty (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the

CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the 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.

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

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

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

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

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

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocity.gov

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

prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the 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).

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

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional 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.

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

If to the CITY: City of Montebello
 Attn: Raul Alvarez, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200

If to the
CONSULTANT: _____

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. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.

d. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 26. RETENTION OF RECORDS/AUDITS.

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

SECTION 27. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

- a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in the LAPM.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

c. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

SECTION 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

b. During the performance of this Agreement, the CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said department or the CITY shall require to ascertain compliance with this clause.

e. The CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

f. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. The CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan (as set forth in Section 30), the CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (also referred to as "DBE"). The CONSULTANT shall assist the CITY in a good faith effort to achieve California's statewide overall DBE goal and applicable requirements pursuant to 49 CFR 26.

SECTION 31. 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

XXXXXXXXXXXXXXXXXX

Raul Alvarez, City Manager

Name, Title

Date: _____

Date _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFQual No. 26-03
- Exhibit B – Consultant’s statement of qualifications to RFQual No. 26-03
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E

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



Los Angeles / Orange Counties Building and Construction Trades Council

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

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



May 1, 2024

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

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

Dear Ms. Guillen,

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

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

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF MONTEBELLO PROJECT LABOR AGREEMENT

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

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

ARTICLE I **DEFINITIONS**

Section 1.1 "Agreement" means this Project Labor Agreement.

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

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

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

Section 1.5 "City" means the City of Montebello.

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

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

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

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

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

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

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

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

ARTICLE 2

SCOPE OF THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Off-site laboratory work for testing;

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

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

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

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

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

Section 2.6 Awarding of Contracts

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

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

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

Section 2.7 Coverage Exception

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

Section 2.8 Master Labor Agreements

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

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

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

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

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

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

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

ARTICLE 3 **UNION RECOGNITION AND EMPLOYMENT**

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

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

Section 3.3 Referral Procedures

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

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

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

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

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

Section 3.5 Employment of Local Residents

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

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

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

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

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

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

Section 3.8 Core Employees

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **UNION ACCESS AND STEWARDS**

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

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the

Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and

state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits
Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if

any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities;
- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

- (a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;
- (b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work

with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period,

the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) David Weinberg; (6) Najeeb Khoury; and (7) Andrea Dooley. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10

REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11

SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12

APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13

PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to

commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14 **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

- a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and
- b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and
- c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15 **SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that

if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16

WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18

DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from January 1, 2024, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Project Labor Coordinator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated, and to be effective as of January 1, 2024.

CITY OF MONTEBELLO

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____

David N. Torres
Mayor

By: _____

Ernesto Medrano
Executive Secretary

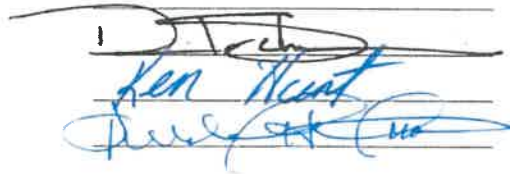
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 600)
 Electricians (Local 11)
 Elevator Constructors (Local 18)
 Guniters Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 District Council of Laborers
 Laborers (Local 300)
 Laborers (Local 1184)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers Local 78)
 Pipe Trades (Sprinkler Fitters Local 709)
 Plasterers (Local 200)
 Plaster Tenders Local (1414)
 Roofers & Waterproofers (Local 36)
 Sheet Metal Workers (Local 105)
 Teamsters (Local 986)
 Western States Regional Council of Carpenters

DocuSigned by:
 Michael Patterson
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 DocuSigned by:
 Luis Miramontes
 83A6818E9F9E48F...
 DocuSigned by:
 Ivan Alcala
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 Ricardo Gonzalez
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 Tony Garganiga
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 Ed Leary (Guniters #345)
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 Frankie Jimenez
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 Jon Priado
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 Ernesto Tocco
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 Ben Clayton
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 Ricardo Pina
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 Jeremy Dean
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 DocuSigned by:
 Todd Golden
 8C88A72031047...
 DocuSigned by:
 Christian Blumgart
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 Jose Sanchez
 80E2A88A7E8A47...
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 Cliff Smith
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 Steve Rinson
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 Caesar Bonas
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 Josh Kaper
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LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
Boilermakers (Local 92)
Bricklayers & Allied Craftworkers (Local 4)
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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


Ken Hunt
President

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]

City of Montebello

1234 address

City, state, zip code

Attn: _____

Re: Project Labor Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Montebello Project Labor Agreement effective January 1, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B
LOCAL RESIDENT ZIP CODES

(TIER 1)

CITY RESIDENTS

[to be supplied by the City]

(TIER 2)

90001	90037	90082
90002	90038	90084
90003	90039	90086
90004	90040	90087
90005	90041	90088
90006	90042	90089
90007	90046	90090
90008	90048	90091
90010	90050	90093
90011	90051	90096
90012	90052	90099
90013	90053	90134
90014	90054	90201
90015	90055	90202
90016	90057	90211
90017	90058	90239
90018	90060	90240
90019	90062	90241
90020	90063	90255
90021	90065	90270
90022	90068	90280
90023	90069	90601
90026	90070	90602
90027	90071	90606
90028	90072	90607
90029	90074	90608
90030	90075	90610
90031	90076	90640
90032	90078	90660
90033	90079	90661
90036	90081	90662

90670	91123	91602
90671	91124	91603
91001	91125	91604
91003	91126	91606
91006	91129	91608
91007	91182	91609
91008	91184	91610
91009	91185	91614
91010	91188	91618
91011	91189	91702
91012	91199	91706
91016	91201	91714
91017	91202	91715
91020	91203	91716
91021	91204	91722
91023	91205	91723
91024	91206	91731
91025	91207	91732
91030	91208	91733
91031	91209	91734
91040	91210	91735
91041	91214	91744
91042	91221	91745
91043	91222	91746
91046	91224	91747
91066	91225	91754
91077	91226	91755
91101	91352	91756
91102	91353	91770
91103	91501	91771
91104	91502	91772
91105	91503	91775
91106	91504	91776
91107	91505	91778
91108	91506	91780
91109	91507	91790
91110	91508	91791
91114	91510	91793
91115	91521	91801
91116	91522	91802
91117	91523	91803
91118	91526	91804
91121	91601	91896

91899

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF MONTEBELLO CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Montebello Project Labor Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Project Labor Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
LOS ANGELES/ORANGE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee

shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol

pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed

medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

7. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

8. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E
Golf Course Parcel Map





ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVE ISSUING REQUEST FOR QUALIFICATIONS NO. 26-04 TO SOLICIT STATEMENT OF QUALIFICATIONS FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

DATE: April 8, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to publish a Request for Qualifications (RFQual No. 26-04) to solicit statement of qualifications from qualified firms for on-call material testing and special inspection services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing the Request for Qualifications (RFQual) No. 26-04. Staff aims to minimize the use of the General Fund for these types of services and focus on utilizing specialized funds as the primary source to pay for Material Testing and Special Inspection Services. Once Statement of Qualifications are submitted and evaluated, staff will return with a recommendation of firms to provide such services and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

The City of Montebello is soliciting Statements of Qualifications (SOQs) from experienced material testing and special inspection firms to provide services in support of the City's Capital Improvement Program (CIP) and other City projects. These services are critical to ensuring that construction materials used in public infrastructure projects meet established quality, safety, and performance standards.

Material testing plays a vital role in verifying the integrity of construction materials such

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 8, 2026

Page 2 of 2

as asphalt, concrete, and steel. Testing is conducted both in the field and in laboratory settings using specialized equipment and standardized procedures to confirm compliance with applicable industry and regulatory requirements. These efforts help ensure that materials achieve the required strength, durability, and long-term performance necessary to protect public safety and infrastructure investments.

The City's adopted Quality Assurance Program emphasizes the importance of:

- Ensuring materials meet specified standards and are suitable for their intended use.
- Preventing failures in critical applications where material integrity is essential.
- Maintaining compliance with regulatory requirements imposed by various funding agencies, which mandate adherence to established testing standards.

Through this solicitation, the City intends to establish a list of qualified firms, with the potential to award contracts to one or more consultants. Services will be provided on an "as-needed" basis. The resulting list will remain in effect for a three (3)-year term, with the option for two (2) one-year extensions. The City does not guarantee a minimum contract amount and reserves the right to award a contract to a single specialized firm, as deemed appropriate. City staff will evaluate submitted qualifications and may conduct interviews with selected firms to determine the most qualified consultant(s) for these services. Staff will return at a future City Council meeting to award agreements as part of RFQual No.26-04.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize issuing RFQual No. 26-04 to solicit qualifications for on-call material testing and special inspection services. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - RFQual 26-04 - Material Testing & Special Inspection Services

CITY OF MONTEBELLO

REQUEST FOR QUALIFICATIONS (RFQual)

Material Testing & Special Inspection Services
RFQual No. 26-04

FOR

CITY OF MONTEBELLO, CALIFORNIA



Due Date: May 6, 2026, at 11 am PST

Submit RFQual online via PlanetBids

City of Montebello
Public Works Department
Attn: Vanessa Ramos, Administrative Manager
1600 W. Beverly Boulevard
Montebello, CA 90640
Telephone: (323) 887-1460
Email: varamos@montebellocal.gov
City Website: <https://cityofmontebello.com>

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City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

1. Introduction

The City of Montebello (hereinafter referred to as the "City") is pleased to present this Request for Qualifications ("RFQual") soliciting Statement(s) of Qualifications ("SOQ") from general vendors/consultant/contractors (hereinafter referred to as "Consultant"), seeking to submit proposals for Material Testing & Special Inspection Services ("Services"). Based on the SOQ responses, the City will compile a short-list of qualified Consultants ("Short-List of Respondents"). The City intends to issue on-call bench list contracts to the consultants selected based on the quality of the proposals received.

SOQs are **due on Wednesday, May 6, 2026, at 11:00 am PST** through the City's PlanetBids portal ("Portal"). Before submitting SOQs, Consultants must register as a "vendor" in the Portal. Consultants are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. All responses to this opportunity must conform to the requirements of this RFQual. Failure to do so may result in the response being considered non-responsive.

The Public Works Department is seeking RFQual to solicit SOQs from qualified consulting firms to provide material testing and special inspection services related to the City's Capital Improvement Program and other City projects. Material testing is essential for ensuring the quality and safety of asphalt and concrete used in construction. It helps verify that the materials meet standards for strength, durability, and performance, safeguarding lives, and investments. Testing is performed both on-site and, in a laboratory, with common materials tested including concrete, steel, and asphalt. Specialized equipment and recognized standards are used to conduct these tests, ensuring accurate and reliable results. The City intends to establish a bench of up to two (2) consultants to provide Material Testing & Special Inspection Services on an on-call, as-needed basis. As projects are issued, the City may issue task orders, requests for service/proposal, or assign projects to one or more of the selected consultants based on the scope and requirements of the specific assignment.

The process for selecting the on-call bench list is described in **Appendix B – (Evaluation Criteria)**, attached hereto and incorporated herein by this reference.

The City reserves the right to refrain from issuing on-call bench list contract based on SOQ received. The City also reserves the right to re-issue the RFQual seeking additional SOQ based on its sole and independent judgment.

All qualifications submitted to the City shall become the exclusive property of the City. Once City staff has identified the on-call bench list of consultants, all qualifications shall become a matter of public record subject to disclosure, except for those elements of each qualification that are identified by the Consultant as business or trade secrets and marked as "Trade Secret", "Confidential", or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act (Cal. Gov. Code § 6250 *et seq.*) .

Each element of qualifications submittal that the Consultant desires not to be considered a public record must be marked as set forth above. If disclosure is required under the California Public Records Act or other applicable law, the City will make an independent determination and retain the confidentiality to the extent permitted.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

2. About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a City in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service City that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions. In the upcoming years, the City anticipates growth in population and economic development. In preparation for this growth and increases in City service demands, the staff is seeking to improve the City infrastructure to support the expansion properly.

3. Proposed Scope of Work/Statement of Work

(This scope of work/statement of work is intended to provide interested Consultants submitting their SOQs a general understanding of the items and services required by the City. Shortly after selecting compiling the Short-List of Respondents, the City will issue on-call contracts to the selected consultants to begin performing Material Testing & Special Inspection Services.)

Services provided under this RFQual will be for a three-year period starting on July 1, 2026, and ending on June 30, 2029, with the option to renew annually for an additional two (2) one-year extensions.

The consultant will provide Materials Testing and Special Inspection Services. The City requires On-Call Materials Testing and Special Inspection Services for grading, asphalt paving, concrete work, installation of sewer and storm drainage pipes, and other public works construction projects, integrity/structural testing of existing infrastructure, and other related work. Duties include, though are not limited to:

- Laboratory testing of soils, aggregate, rubberized-asphalt, micro surfacing, asphalt concrete, controlled low strength material, Portland cement concrete, structural steel and other construction materials.
- Field testing of soils, aggregate, rubberized asphalt, chip seal, micro surfacing, asphalt concrete, Portland cement concrete and other construction materials
- Special inspections in accordance with Section 17 of the California Building Code.
- Other services, including asphalt and concrete mix design review, batch plant inspection, project documentation, technical support, laboratory reports, field logs, final reports, affidavits and additional services as required.

City performs public works projects that may be funded by Federal, State, County and other governmental agency's grant funds. Consultants assist the City comply with Federal/State/County/Local requirements (as applicable and in effect at the time of the grant) including, though not limited to mandated standards for construction plans, specifications and estimates.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

The services will be on an “as-needed” basis, and the scope of the services will be determined when such services are requested via a Request for Services (RFS) basis. A separate fee proposal will be required for each RFS. Contracts will be awarded based on the City’s anticipated needs and the relative skills and experience of respondents in the various identified areas of need.

Consultants must be familiar with Caltrans material testing requirements:

Caltrans has established specific requirements for material testing to ensure compliance with contract specifications and safety standards. These requirements include:

- **Sampling and Testing:** Materials must be sampled and tested in accordance with contract specifications. This involves notifying the resident engineer of the need for inspection and acceptance testing of manufactured materials and products.
- **Acceptance Methods:** Acceptance methods include source inspection and testing, manufacturer certificate of compliance, and field release of material. The chain of custody for material and product acceptance samples is crucial for Caltrans’ quality assurance program.
- **Material Acceptance:** Acceptance sampling and testing requirements vary depending on the section of the specifications the material falls under. For example, Section 6-1.04 of the specifications provides detailed information on Buy America requirements.
- **Field Tests:** Field tests must be performed in accordance with guidelines provided in the chapter. Maintaining a record of field tests and material inspected and released on the job is essential.

The City is not obligated to pay any costs incurred by the proposer(s) in the preparation of the RFQual. Proposers agree that all costs incurred in developing a proposal are the proposer’s responsibility.

4. Submissions

Please review Appendix – A (Proposal Format), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your SOQ submission. Failure to provide all of the information requested in your SOQ may result in it being considered non-responsive.

Responses to this RFQual must be submitted electronically via the City’s PlanetBids Portal no later than **Wednesday, May 6, 2026, at 11:00 am PST**. Any responses that are transmitted and/or electronically time-stamped after the deadline shall not be accepted. Consultants planning to submit responses to this request are highly encouraged to register an account in the City’s PlanetBids Vendor Portal and submit all documentation ahead of the deadline to avoid any technical difficulties/errors.

5. RFQual Timeline

- | | |
|-----------------------|-----------------------------|
| • Release RFQual | April 9, 2026 |
| • Online Q&A Deadline | April 20, 2026, at 12:00 pm |

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

- City Issued Q&A Addendum April 23, 2026, at 12:00 pm
- Deadline to Submit SOQ via PlanetBids May 6, 2026, at 11 am PST
- Notifications sent to selected Consultants May 21, 2026
- Tentative City Council Award of Professional Services Agreement June 10, 2026

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

6. Non-Commitment of City

It should be noted that this RFQual does not commit the City to solicit proposals and/or award a final agreement/contract, to pay any costs incurred in the preparation of qualifications for this request, of preparation of a proposal for this request, or to procure or contract the purchaser of any items and/or services.

7. Responsibility of Costs

All Consultants responding are responsible for costs associated with preparing materials in response to this RFQual, and the City assumes no responsibility for any such costs, incidental expenses, or any business losses.

**City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services**

Appendix A - Proposal Format and Content

*****PLEASE REVIEW BEFORE SUBMITTING YOUR RESPONSE*****

Consultants interested in this opportunity must submit a Statement of Qualifications (SOQ) providing details regarding their qualifications and experience. Using each Consultant's response, the City will develop a list of selected on-call Consultants ("Short-List of Respondents"). The City reserves the right, at its sole discretion, to increase the number of Contractors included to the Short-List of Respondents.

SOQ Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their qualifications prior to submission to ensure they adhere to the requirements. If the RFQual is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does **not** include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for qualifications subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFQual.
3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFQual.

SOQ Content

Your response should include the following sections/information:

1. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

4. **Sub-contractors/Sub-consultants** – If your firm works with sub-contractors/sub-consultants to perform the services described in the proposed Scope of Work/Statement of Work for the Project, please provide the name, full address for each sub-contractor, as well as the name of a contact person and phone number. If awarded, the City will need to provide written approval for any services offered by any and all sub-contractor/sub-consultant.
5. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFQual; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.
6. **Conflict of Interest Statement** – The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.
7. **Cost Proposal** – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for qualifications. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFQual. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFQual or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Consultant. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

8. **References** – Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

City may contact the individual listed at its discretion. Resumes may also be included in this section for any key staff associated with project.

9. **Redline Comments on the Professional Services Agreement Template** – Using Appendix D – Proposers are requested to review the Professional Services Agreement template provided and submit any proposed redline revisions with their response. Following the award of the RFQual, the City will evaluate all submitted redline comments in coordination with the City Attorney and will work with the selected firm(s) to reach mutual agreement on the final contract terms. Proposers must demonstrate full compliance with the City's insurance requirements as a condition of eligibility.
10. **Additional Attachments (Optional)** – Please use this section to attach any information that was not previously included identified in any other section.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

Appendix B – Evaluation Criteria

*****PLEASE REVIEW BEFORE SUBMITTING YOUR RESPONSE*****

Through this **RFQual No. 26-04** process, the City will identify a qualified pool of at least three (3) Consultants (“Short List of Respondents”) for the Materials Testing & Special Inspection Services (“Services”).

Consultants will submit a Statement of Qualifications (SOQ) adhering to the guidelines identified in **Appendix A - (Proposal Format and Content)**. Failure to comply with the format and include all of the required sections may result in the proposal being considered "non-responsive" and no longer eligible for selection. The selection process will commence with a preliminary review of the proposals to ensure formatting and page limit guidelines were followed. The review will be conducted on a pass/fail basis.

All SOQs that receive a “pass” grade will move on to the comprehensive evaluation by the selection committee. Scoring will be based upon the following criteria and scores.

Understanding of the City’s Requirements	(Up to 20 points)
Experience	(Up to 60 points)
Execution of Services	(Up to 10 points)
Reference Checks	(Up to 10 points)

Business Preferences – 1 additional point will be awarded for businesses that identify as one or more of the following:

- Local Business (within the City of Montebello and an active/current business license)
- Very Small Business Enterprise (VSBE)
- Disabled Veteran Business Enterprise (DVBE)
- Minority-Owned Business Enterprise (MBE)
- Woman-Owned Business Enterprise (WBE)

Documentation certifying a business that falls into one or more of these categories should be included in the "Additional Attachments" section.

Consultants have an opportunity to receive a score of up to 105 points.

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

Evaluation Criteria Summary

SOQ Format – Does the response adhere to the page limit (30 pages, not cover letter/transmittal letter and additional attachments), font, and font size?	Pass/Fail
Does the SOQ include all sections/content listed in Appendix A? ☐ <i>Cover Letter/Letter of Interest</i> ☐ <i>General Consultant Information</i> ☐ <i>Statement regarding your understanding and approach</i> ☐ <i>Subcontractors/Sub-consultants</i> ☐ <i>Proposed Scope of Services</i> ☐ <i>Cost Proposal</i> ☐ <i>Experience with Materials Testing & Special Inspection Services</i> ☐ <i>Conflict of Interest Statement</i> ☐ <i>References</i> ☐ <i>Additional Attachments (Optional)</i>	Pass/Fail
Understanding of the City’s Requirements – The Consultant has reviewed the City requirements and demonstrated a competent level of performance.	20 points
Experience – Previous work in the public/private section is consistent with the work the City is seeking.	60 points
Execution of Services – The Consultant has described a straightforward, planned approach to providing Materials Testing & Special Inspection Services.	10 points
Reference Checks – References provided feedback. No terminated voided contracts are listed.	10 points
Business Preferences Local Business (w/n the City of Montebello) Very Small Business Enterprise (VSBE) Disabled Veteran Business Enterprise (DVBE) Minority-Owned Business Enterprise (MBE) Woman-Owned Business Enterprise (WBE)	1 point for each category, up to 5 points (Proof of each eligible category should be provided in the “Additional Attachments” section)

City of Montebello
Request for Qualifications/Statement of Qualifications
RFQual No. 26-04 Materials Testing & Special Inspection Services

Appendix C – Reference Sheet

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Appendix D – Professional Services Agreement Template

**CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. XXXX
FOR MATERIALS TESTING & SPECIAL INSPECTION
SERVICES
SUPPORT SERVICES WITH XXXXXXXXXXXXXXXX
(RFQual No. 26-04)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____, a California corporation (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 to provide materials testing and special inspection services to the CITY; and

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

WHEREAS, the CONSULTANT responded to CITY's Request for Qualifications dated _____ ("RFQual No. 26-04") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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 comprised of Sections 1 through 25, and its various Exhibits
- b. RFQual No. 26-04, attached hereto as **Exhibit "A"**
- c. The CONSULTANT'S statement of qualification to RFQual No. 26-04, attached hereto as **Exhibit "B"**
- d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R,

Appendices A and E as **Exhibit “C”**

- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFQual No. 26-04 and Consultant’s Proposal, attached hereto as **Exhibit “A and B”** and incorporated fully herein by this reference (hereinafter “Professional Services”).

B. The CONSULTANT shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONSULTANT shall be compensated in an annual amount not-to-exceed _____(the “Compensation”) for the performance of the Scope of Services as set forth in **Exhibit “C”**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONSULTANT within thirty (30) days of the date of such invoice.

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

F. On-Call Services. The CONSULTANT understands and acknowledges that this is an “on-call” agreement, execution of which does not guarantee that the CITY will issue a Notice to Proceed (“NTP”). No work shall commence by the CONSULTANT without a written NTP issued by authorized CITY personnel.

SECTION 3. TERM.

This Agreement shall commence on _____, and shall terminate on _____ (“Date of Completion”), with an option to extend up to two (2), one-year terms; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, 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. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

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.

f. The CONSULTANT's Reports or Meetings:

- i. The CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator or Project Coordinator to determine, if the CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

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.

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 thirty (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the

CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the 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.

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

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

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

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

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

City of Montebello
Attn: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocity.gov

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

prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the 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).

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

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional 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.

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

If to the CITY: City of Montebello
 Attn: Raul Alvarez, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200

If to the
CONSULTANT: _____

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. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.

d. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 26. RETENTION OF RECORDS/AUDITS.

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

SECTION 27. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

- a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in the LAPM.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

c. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

SECTION 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

b. During the performance of this Agreement, the CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said department or the CITY shall require to ascertain compliance with this clause.

e. The CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

f. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. The CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan (as set forth in Section 30), the CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (also referred to as "DBE"). The CONSULTANT shall assist the CITY in a good faith effort to achieve California's statewide overall DBE goal and applicable requirements pursuant to 49 CFR 26.

SECTION 31. 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

XXXXXXXXXXXXXXXXXX

Raul Alvarez, City Manager

Name, Title

Date: _____

Date _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFQual No. 26-04
- Exhibit B – Consultant’s statement of qualifications to RFQual No. 26-04
- Exhibit C – LAPM Exhibit 10-R, Appendices A and E



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

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

**SUBJECT: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4282 WITH
TOWNSEND PUBLIC AFFAIRS, INC. TO MODIFY THE
COMPENSATION STRUCTURE FOR GRANT WRITING SERVICES**

DATE: April 8, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4282 with Townsend Public Affairs, Inc. to modify the compensation structure from a monthly services rate to a project-based rate; and
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 4282 with Townsend Public Affairs, Inc; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The current agreement includes a \$5,000 monthly retainer for ongoing grant writing services. Amendment No. 1 modifies the compensation structure to a project-based model. As a result, expenditures will vary depending on the level of services utilized. Some months may result in lower costs if no services are required, while other months may incur higher costs based on the scope and number of grant projects pursued.

BACKGROUND/DISCUSSION:

On May 1, 2025, the City entered into Agreement No. 4282 with Townsend Public Affairs, Inc. for professional grant writing services. The agreement established a \$5,000 monthly retainer for grant writing services, with no variation in cost based on service utilization.

Since the execution of the agreement, staff has evaluated the City's current and anticipated grant needs and determined that a project-based compensation model would better align with the City's operational and financial objectives. This approach allows the City to engage Townsend Public Affairs, Inc. on an as-needed basis for specific grant opportunities, rather than maintaining a continuous monthly service cost.

Amendment No. 1 modifies the agreement to reflect this change in compensation structure. Specifically, the amendment requires that the vendor invoice the City on a project-based fee structure for the duration of the agreement. All other terms and conditions of the original agreement remain unchanged and in full force and effect.

The proposed amendment provides the City with increased flexibility, improved cost control, and the ability to strategically pursue grant opportunities without ongoing fixed expenses.

ENVIRONMENTAL:

N/A

ANALYSIS:

The proposed amendment is consistent with the City's objective of maintaining fiscal responsibility while continuing to pursue external funding opportunities. Transitioning to a project-based model ensures that expenditures are directly tied to deliverables and specific grant efforts, reducing unnecessary ongoing costs while preserving access to specialized grant writing expertise.

SUMMARY:

Staff recommends approval of Amendment No. 1 to Agreement No. 4282, which will transition the City's agreement with Townsend Public Affairs, Inc. to a project-based compensation structure from a monthly retainer arrangement. This change provides greater financial flexibility and aligns consultant services with the City's grant funding needs.

ATTACHMENT(S)

1. Attachment A - Amendment No 1 to Agreement 4282

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4282
WITH TOWNSEND PUBLIC AFFAIRS, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 9 day of April 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and TOWNSEND PUBLIC AFFAIRS, INC., (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement No. 4282 dated May 1, 2025 ("Agreement"), pursuant to which City retained Contractor to provide professional grant writing services, as further described in the Agreement; and

WHEREAS, the City desires to amend the compensation model from a monthly-services rate to a project-based rate;

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS TO AGREEMENT NO. 4282

SECTION 1. Section 2(d) is hereby added to the Agreement as follows:

"Contractor shall invoice City for Project-Based Fees, only, for the duration of the Agreement."

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON NEXT PAGE]

AMENDMENT NO. 1 TO AGREEMENT NO. 4282

Page 2 of 2

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

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

TOWNSEND PUBLIC AFFAIRS, INC.

Raul Alvarez, City Manager

Name, Office Title

ATTEST:

Christopher Jimenez, City Clerk

Name, Office Title

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: REJECT BIDS RECEIVED FOR CHET HOLIFIELD COMMUNITY GARDEN PROJECT (CP 945) IN ACCORDANCE WITH PUBLIC CONTRACT SECTION 22038(A)(1) AND AUTHORIZE STAFF TO PROCEED WITH READVERTISING AND REBIDDING THE PROJECT

DATE: April 8, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Reject all bids received for the Chet Holifield Community Garden Project (CP 945) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to refine the project plans and specifications and re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1); and
3. Authorize the City Clerk's office to release bidders' bonds; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Bids for construction of the Chet Holifield Community Garden Project (CP 945) were received by the submission deadline of Wednesday, February 25, 2026 at 11:00 am. Staff evaluated submissions and deemed the two lowest bids non-responsive. Additionally, all subsequent bids exceeded the project's estimated budget of \$330,000. As a result, staff recommend rejecting all bids for the Chet Holifield Community Garden Project (CP 945). There is no additional costs associated with reissuing the Notice Inviting Bids (NIB) through PlanetBids.

BACKGROUND/DISCUSSION:

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 8, 2026

Page 2 of 4

On January 28, 2026, the City Council authorized staff to advertise the NIB for the Chet Holifield Community Garden Project (CP 945). The City Council's adoption of the Plans, Specifications, and Engineer's Estimate (PS&E) on January 28, 2026 provided the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency and its employees regarding a plan or design for a construction project.

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable ... for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body ... or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved"

Staff adhered to Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts.

The NIB was published on January 29, 2026, in a newspaper of general circulation. The contract plans and specifications were accessible via PlanetBids. In all, ten (10) bids were received, as summarized below:

Contractors	Total Bid
Reyes Electrical Contractor, Inc.	\$258,897.00
Voltaire Engineering	\$292,556.00
Orange Blue General Contractors	\$348,980.00
Prestige Prime Engineering	\$381,221.00
KASA Construction, Inc.	\$396,682.00
Green Giant Landscape Inc	\$410,325.00
Addison-Miller Inc.	\$426,687.00
ZECO, INC.	\$487,177.00
California Landscape & Design Inc	\$499,704.00
Axiom Group	\$592,999.00

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 8, 2026

Page 3 of 4

Upon review, staff found that the two lowest bidders did not include all required sections in their submissions. In addition, all subsequent bids exceeded the project's estimated budget of \$330,000. As a result, staff recommend rejecting all submissions for the Chet Holifield Community Garden Project (CP 945). This action allows staff to reissue the Request for Bids.

With the reissue of the solicitation for CP 945, the following bidding timeline will be in effect:

Tasks	Timeline
Bid Period	April 9, 2026 – May 6, 2026
Questions / Request for Information Due Date	April 27, 2026 at 12:00 PM
City Responses to Request for Information Due Date	April 30, 2026 at 12:00 PM
Bid Opening	May 6, 2026 at 11:00 AM
Award of Contract (Tentative)	May 13, 2026 City Council Meeting
Commence Construction Project	June/July 2026 – Tentative

ENVIRONMENTAL:

The proposed action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, as it involves administrative activities related to the rejection of bids and re-advertisement for construction.

The underlying project, the Chet Holifield Community Garden Project (CP 945), was previously determined to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 – Existing Facilities). A Notice of Exemption was filed on January 29, 2026.

The project consists of minor improvements to an existing park facility, including the conversion of previously disturbed areas into community garden space. These improvements do not result in an expansion of use and involve negligible or no expansion of existing use. Furthermore, none of the exceptions to categorical exemptions identified in CEQA Guidelines Section 15300.2 apply.

Accordingly, no additional environmental review is required for the proposed action.

ANALYSIS:

N/A

SUMMARY:

Upon Council approval, staff will proceed with the recommended actions of rejecting all bids recieved for the Chet Holifield Community Garden Project and authorizing the rebidding of this project.

ATTACHMENT(S)

1. Attachment A - Chet Holifield Specifications (CP 945)
2. Attachment B - Chet Holifield Plans (CP 945)



**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
SCARLET PERALTA – COUNCILMEMBER
SALVADOR MELENDEZ - COUNCIL MEMBER**

**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)
April 9, 2026 – May 6, 2026**

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

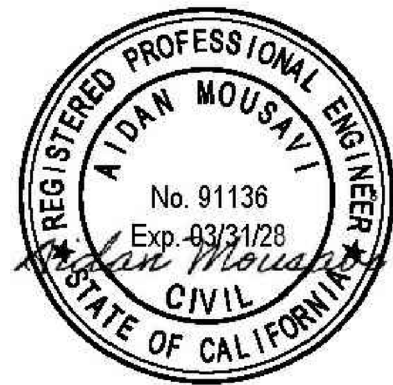
C.P. No. 945

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period April 9, 2026 – May 6, 2026
- Questions RFIs due by April 27, 2026 at 12:00 PM
- City Responses to RFIs due by April 30, 2026 at 12:00 PM
- Bid Opening May 6, 2026 at 11:00 AM
- Award of Contract(Tentative) May 13, 2026 City Council Meeting
- Commence Construction Project June/July 2026 – Tentative
- Bid proposals will be received via PlanetBids
(<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>) until on
April 9, 2026 – May 6, 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.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>) until 11:00 A.M. on May 6, 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 April 27, 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) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

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

Bidders must hold a valid California Class A Contractor’s License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 7-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **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.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>) and contractors must use the Proposal forms provided by the AGENCY (contained within these contract specifications). All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

- **PROPOSALS WILL NOT BE RECEIVED IN PERSON**

PROPOSAL GUARANTEE

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

DELIVERY OF PROPOSAL

Bids shall be submitted directly through PlanetBids
Electronic Bids shall ~~Bids shall be submitted electronically at~~ <https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839> by 11:00 A.M. on May 6, 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	2	\$	\$
10	Remove Existing BBQ Equipment and Appurtenances	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Construct Concrete Curb or Curb & 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	126	\$	\$
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" Stabilized Decomposed Granite	CY	99	\$	\$
19	Provide and Place Top Soil	CY	185	\$	\$
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 Varied Height Galvanized Planter Box	LS	1	\$	\$
27	Traffic Striping and Markings Including Accessible Parking Stall	LS	1	\$	\$
28	Furnish and Install 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	\$	\$
32	Furnish and Install 20'W X 20'L X 10'H Shade Structure	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
TOTAL AMOUNT BID IN FIGURES					\$

ALTERNATIVE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
34	Furnish and Install Storage Shed	EA	1	\$	\$
35	Furnish and Install 3-Bin Composter	EA	1	\$	\$

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:

[illegible]

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, 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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31	Provide Material Testing Services as Directed by the Engineer – Allowance	BD-34
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33	Furnish and Install Storage Shed (alternative bid)	BD-36
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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 time the Construction Contract was entered into.

GENERAL CONDITIONS means the herein set forth general terms and conditions.

HAZARDOUS SUBSTANCE means: (1) any chemical, material or other substance defined as or included within the definition of “hazardous substances,” “hazardous wastes”, “extremely hazardous substances,” “toxic substances”, “toxic material”, “restricted hazardous waste”, “special waste”, “contamination”, or words of similar import under any Environmental Law, including without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCB:”) and PCB-containing materials, whether or not occurring naturally; (2) lead paint, or (3) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

INSPECTOR OF RECORD means the Inspector responsible, among others, for conducting inspections of Project Work.

LABORATORY means the designated laboratory authorized by the Engineer to test materials and work involved in the contract.

LOSS, LOSSES mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties. “Losses” do not include attorney’s fees or court costs, whether arising as an expense or cost or legal proceeding to which Contractor is a party or as a consequential damage claimed against Contractor by any third person.

MINOR CHANGE means a Change in the Work that does not involve either performance of Extra Work or an adjustment to the Contract Sum or Contract.

MODIFICATION means a written agreement of City and Contractor that amends, adds to or revises the provisions of the Construction Contract or other Contract Documents.

NOTICE OF COMPLETION means the written notice by Engineer confirming the date that the Project Work is Finally Completed.

NOTICE TO PROCEED means the written notice issued by City to Contractor to begin the Project Work.

PLANS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term “Plans” is used interchangeably with “Drawings.”

PROGRESS PAYMENTS means a monthly payment of a portion of the Contract Sum based on Contractor’s progress in the performance of the Work.

PROJECT COMPLETION DATE means the point at which the Project Work is: (1) sufficiently and entirely complete in accordance with Contract Documents so that such Work can be utilized for its intended purpose, (2) receipt by City of all permits and certificates by Governmental Authorities, if any, required to occupy and use such Work, and (3) all systems included in the Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and has been completed.

PROJECT OR PROJECT WORK means the totality of the Work to be performed by Contractor under the terms of the Contract Documents covered by the Project Contract.

REQUEST FOR EXTENSION means a formal written request required to be submitted by Contractor setting forth the justification and support for Contractor’s request for adjustment in the Contract Time due to an Excusable Delay or Compensable Delay.

REQUEST FOR INFORMATION means a written request by Contractor for clarification of what it perceives to be discrepancies in the Contract Documents, including, without limitation, information in the Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or variances between the information in the Contract Documents and field conditions.

SPECIFICATIONS mean the portion of the Bidding Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

SPECIAL DAYS means the local holiday shopping season from the second Friday of December through Christmas Day.

SUBCONTRACTOR means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers and vendors, of any and every Tier.

SURETY means Contractor’s surety issuing the Bid, Performance and/or Labor and Material Bonds.

TIER means the contractual level of a Subcontractor with respect to Contractor. For example, a “first-tier” Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the “second tier,” and so on. Use of the phrase “of every tier”, or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors.

UNEXCUSED DELAY means any Delay that is not a Compensable Delay or Excusable Delay, including, without limitation, the following: (1) Delay caused by Contractor’s failure to comply with the Contractor’s Documents, (2) Delay for which Contractor has failed to provide timely and complete Request for Extension, or (3) Delay associated with any circumstances where costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor’s risk or Contractor’s Own Expense.

UNILATERAL CHANGE ORDER means a writing signed by City in accordance with the General Conditions, in which City unilaterally sets forth its determination of the amount of adjustments to the Contract Sum or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

WORK means the labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by City.

WORKING DAY means Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. It does not include Saturdays, Sundays, or Holidays recognized by the City of Montebello.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

Subsection 1-7.1 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY’s notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker’s Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 CONTRACT BONDS.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 1-7.2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

1-8 SUBCONTRACTS

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in

an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

The text of Subsection 2-2 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable City permits and make arrangements for City inspections. The City will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain a City business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Montebello, any local utilities, or of any other agency affected by the work included in this contract, **the Contractor shall bear the cost** of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property; also, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

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

2-5.5 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

2-5.6 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed “package” equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

2-5.7 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

2-5.8 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

2-5.9 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

2-5.10 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of Montebello Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 8:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

2-5.11 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

2-5.12 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

2-5.13 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

2-5.14 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

2-5.15 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

2-5.16 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

2-5.17 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

2-5.18 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

2-5.19 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

2-5.20 If practical, implement project noise abatement features prior to construction.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

The whole paragraph of Subsection 3-2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

The contract comprises the following documents, including all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said documents:

The Notice of Inviting Bids, the Instructions to Bidders, the accepted Proposal, the List of Subcontractors, the Bid Security Forms, the Agreement, the Faithful Performance Bond, the Payment Bond, Bid Bond, the Plans, General Provisions and the Special Provisions.

3-7.1 General.

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

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS.

The whole Subsection 3-7.2 of the Standard Specifications is hereby deleted and replaced with the following:

All of the CONTRACT DOCUMENTS shall be read as complimentary to one another and requiring the highest quality, highest quantity, and highest standard of performance for the Project for the City's benefit. In the case of a direct conflict between any of the CONTRACT DOCUMENTS, the order of precedence of the CONTRACT DOCUMENTS shall be:

- | | |
|-----------|--|
| FIRST: | Requirements of law, including the Charter and Ordinances of the City. |
| SECOND: | Permits from other Agencies as may be required by law or Ordinance. |
| THIRD: | Permits from City Departments as may be required by law or Ordinance. |
| FOURTH: | Change Orders and/or Supplemental Agreements; whichever occurs last. |
| FIFTH: | Contract/Agreement. |
| SIXTH: | Addenda. |
| SEVENTH: | Bid/Proposal. |
| EIGHTH: | Special Provisions. |
| NINETH: | Plans. |
| TENTH: | Standard Plans. |
| ELEVENTH: | Standard Specifications. |
| TWELFTH: | Reference Specifications. |

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

The whole Subsection 3-10.1 of the Standard Specifications is hereby deleted and replaced with the following:

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

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

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

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

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

3-10.2 Line and Grade.

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

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

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

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

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

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

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

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

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

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

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

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

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

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

4-6 TRADE NAMES.

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

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

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

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

5-3.6 Laws.

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

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

5-4 INSURANCE.

5-4.2 General Liability Insurance.

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

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

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

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

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

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

5-4.3 Worker's Compensation Insurance.

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

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

5-4.4 Auto Liability Insurance.

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

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

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

5-4.5 Additional Insureds.

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

5-4.6 Notice of Cancellation.

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

5-4.7 Severability Clause.

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

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

5-4.8 Qualifications of Insurer.

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

5-4.9 Approval of Insurer.

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

5-4.10 Payment of Premiums.

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

5-4.11 Evidence of Insurance and Claims.

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

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

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

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

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

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

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

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

5-7.9 Traffic and Access.

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

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

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

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

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

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

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

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

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

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

5-7.9.1 Street Closures, Detours, Barricades.

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

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

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

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

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

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

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

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

5-7.9.2 Protection of the Public.

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

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

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

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

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

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

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

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

6-3 TIME OF COMPLETION.

6-3.1 General.

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

All construction work is to be completed within **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 its total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the

City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

Replace this subsection with the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, the quantity changes of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price.

7-3.5.2 Increases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

7-3.5.3 Decreases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 Markup.

Replace this subsection with the following:

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by a Subcontractor.

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first \$5,000 of the subcontracted portion of the extra work and 5% on work added in excess of \$5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

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

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so, provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2024 edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Claim” means a “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter

county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

400-2 PERMANENT SURVEY MARKERS.

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

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments and benchmarks during construction. Damaged or lost monuments and benchmarks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the plans and these specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City of Montebello.

400-3 PAYMENT

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements and 3) permanent survey markers. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General.

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

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS

Attention: Mr. Cesar Roldan

(323) 887-1462

croldan@montebellocity.gov

AT&T

Attention: Mr. Marco Macias

(626) 318-9039

CALIFORNIA WATER SERVICE

Attention: Mr. Ralph Felix

(323) 823-5287

rfelix@calwater.com

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Attention: Mr. Kevin P. Hunt

(323) 201-5500

CHARTER COMMUNICATION	(626) 807-3263
Attention: Mr. Rodney Graf	Rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	(626) 458-7136
Attention: Mr. Mahdad Derakhshani	mderakas@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT	(562) 908-4288 ext. 1205
Attention: Ms. Christine Gurga	engineeringcounter@lacsds.org
METROPOLITAN WATER DISTRICT	(909) 242-1675
Attention: Mr. Ben Brinker	msingh@mwadh2o.com
MONTEBELLO LAND & WATER	(323) 722-8654
Attention: Mr. Mario Gardea	mario@mtblw.com
SAN GABRIEL VALLEY WATER CO.	(909) 201-7349
Attention: Mr. Paul Garavito	
SOUTH MONTEBELLO IRRIGATION DISTRICT	(323) 721-4735
Attention: Mr. Jordan Betencourt	j.betencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON North of Lincoln Av	(323) 720-5298
Attention: Ms. Regina Gonzales	
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects	(323) 720-5214
Attention: Ms. Elda Alatorre	
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave.	(310) 608-5005
Attention: Ms. Lissette Alvarez	Lissette.Alvarez@sce.com
THE GAS COMPANY	(310) 605-4105
Attention: Mr. Cesar Arroyo	carroyo@semprautilities.com
CRMSON PIPELINE	(310) 669-4002
Attention: Mr. Ryan Lassus	(310) 669-4024
CHEVRON	(310) 669-4014
Attention: Mr. Dave Zerler	
CITY POLICE AND FIRE DEPARTMENT	Police: (323) 887-1313
	Fire: (323) 887-4510
UNDERGROUND SERVICE ALERT	(800) 422-4133 Tel
	(909) 808-8101 Fax
TRASH COLLECTORS – ATHENS DISPOSAL	(626) 336-6100
STREET SWEEPING – NATIONWIDE	(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT

(323) 887-7900

MONTEBELLO TRANSIT

(323) 558-1625

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

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

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

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

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

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

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

600-3 PEDESTRIAN ACCESS.

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

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

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

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

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from the City, the Contractor can provide one traffic lane on a single direction on residential streets, during construction hours.

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

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

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

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

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

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed traffic control plan per section 601 of the Standard Specifications and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic control plan shall be approved in writing by the City Engineer prior to construction starts. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

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

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

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

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

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

601-2.2 Payment

Payment for provisions under section 601 of the Standard Specifications shall be considered included under the bid item for traffic control. No separate payment will be authorized.

SPECIAL PROVISION
PART 9 – BID ITEM DESCRIPTIONS

FOR
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.

<u>Dry Reflective Value</u>			
<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for 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 Existing BBQ Equipment and Appurtenances

This Bid Item shall include all labor, material and equipment relocate existing BBQ equipment

Payment for Remove 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 joints of AC patching and PCC surfaces and edges against which AC is to be placed. The surface to be covered shall be thoroughly cleaned of all dirt and loose materials prior to application of the asphalt binder.

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

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

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

Payment for 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" Stabilized Decomposed Granite

1. GENERAL

The work under this section shall consist of furnishing all labor, materials, tools, equipment, transportation, and incidentals necessary to construct stabilized decomposed granite (DG) paving over aggregate base with Mirafi 140N permeable geotextile fabric or approved equal installed between the DG and aggregate base, complete in place, as shown on the Plans and as specified herein.

Work includes subgrade preparation, compacted miscellaneous base installation, geotextile placement, stabilized DG mixing and placement, compaction, edging, grading, and site restoration.

2. MATERIALS

2.01 Decomposed Granite (Surface Course)

Decomposed granite shall:

- Be 3/8-inch minus, well-graded material
- Be free of organic matter, clay lumps, and deleterious substances
- Have uniform color and texture
- Meet the following gradation:

Sieve Size Percent Passing

3/8 inch 100%

No. 4 85–100%

No. 30 40–70%

No. 200 10–20%

Minimum compacted thickness:

- 4 inches for pedestrian areas and light maintenance or service access

2.02 Stabilizer/Binder

Stabilizer shall be a polymer-based binder manufactured by Gail Materials, or approved equal.

Binder shall:

- Be specifically designed for stabilizing decomposed granite
- Be non-toxic and suitable for public-use areas
- Be mixed uniformly with DG at manufacturer's recommended application rate
- Provide firm, stable, and erosion-resistant surface after compaction and curing

Contractor shall obtain and follow the manufacturer's latest written specifications and installation instructions prior to ordering materials.

Submit product data and mixing rates to the City for approval prior to installation.

2.03 Compacted Miscellaneous Base

Compacted miscellaneous base shall be 4 inches thick

Compacted miscellaneous base shall be compacted to a minimum of 95% relative compaction.

2.04 Geotextile Fabric

Geotextile fabric shall be **Mirafi 140N**, manufactured by TenCate Geosynthetics, or approved equal.

Fabric shall be nonwoven, needle-punched polypropylene geotextile meeting or exceeding:

- Grab Tensile Strength (ASTM D4632): 120 lbs minimum
- Puncture Strength (ASTM D4833): 60 lbs minimum
- Permittivity (ASTM D4491): 1.0 sec^{-1} minimum
- UV Resistance: 70% strength retained after 500 hours

Fabric shall be permeable and suitable for separation and stabilization applications.

2.05 Edge Restraints

Provide aluminum edging in accordance with the manufacturer's specifications and details, or provide another approved rigid restraint along exposed edges to prevent lateral displacement.

3. CONSTRUCTION REQUIREMENTS

For decomposed granite installation, remove existing site soil to a depth of 8¾ 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.

3.01 Subgrade Preparation

- Remove vegetation and unsuitable materials.
- Grade to required elevations and slopes.
- Compact subgrade to minimum 90% relative compaction.

3.02 Compacted Miscellaneous Base Installation

- Place compacted miscellaneous base in lifts not exceeding 4 inches.

- Compact each lift to minimum 95% relative compaction.
- Finish surface smooth and true to grade.

3.03 Installation of Mirafi 140N Fabric or approved equal.

- Place fabric directly over compacted aggregate base.
- Overlap adjacent edges minimum 12 inches.
- Secure fabric to prevent movement during DG placement.
- Do not operate heavy equipment directly on exposed fabric.
- Fabric shall extend to limits of DG area and terminate beneath edging.

Fabric shall remain flat, wrinkle-free, and in full contact with base prior to placement of DG.

3.04 Placement of Stabilized DG

- Mechanically blend decomposed granite with Gail Materials binder at manufacturer's recommended rate prior to placement.
- Place material in uniform lifts not exceeding 4 inches loose thickness.
- Maintain minimum 1% slope for drainage unless otherwise shown.
- Compact to minimum 95% relative compaction.

Finished surface shall be firm, stable, smooth and ADA compliant.

3.05 Curing and Protection

- Protect surface from traffic for 24–48 hours or per manufacturer's recommendations.
- Repair damaged or disturbed areas at no additional cost to the City.

4. PAYMENT

- **Payment for Provide, Place and Compact 4" Stabilized Decomposed** shall be paid per **Cubic Yard (CY)** for decomposed granite as shown on the Contract Drawings. The price paid per cubic yard for furnishing and placing decomposed granite including filter fabric and removal & disposal of 8"+- soil (for full depth section construction) 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.

Bid Item No. 19– Provide and Place 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 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 Varied Height Galvanized Planter Box

This Bid Item shall include all labor, material and equipment required to place and provide planter boxes. Planter Boxes shall be color silver galvanized (26 gauge) rectangular Land Park or approved equal. have dimensions 4’ W x 8’ L with heights of 12”, 24” and 36 . Total number of planter boxes shall be 46 with 12 boxes being 36”H, 30 boxes at 24”H, and 4 boxes at 12” H. Placement of boxes at job site shall be determined by City Representative

Payment for Furnish and Install 4’ W x 8’ L X Varied Height Galvanized Box shall be paid for at the contract unit price per **Lump Sum (LS)** 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 supervisory costs.

Bid Item No. 32 – Furnish and Install 20'W x 20'L x 10'H Shade Structure

1. General

The work under this item shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals necessary to furnish and install one (1) 20-foot wide by 20-foot

long by 10-foot high shade structure complete in place, as shown on the Plans and as specified herein.

The shade structure shall be **Superior Shade** or an approved equal, conforming to the type and configuration shown in **Appendix E**.

All work shall be performed in accordance with the manufacturer's latest published specifications, recommendations, and installation instructions.

2. Material

The shade structure shall be **Superior Shade** or an approved equal.

Substitutions shall comply with the Contract requirements for "or equal" products. All proposed substitutions shall be submitted to the City for review and written approval prior to ordering materials.

All materials shall be new and free from defects.

The Contractor shall contact the manufacturer and obtain the latest specifications and installation instructions prior to procurement and installation.

A manufacturer's warranty certificate shall be submitted to the City upon completion of installation.

3. Construction Requirements

Installation shall include, but not be limited to:

- Installation of new posts and foundations as required
- All hardware, fittings, anchors, and appurtenances
- Field assembly and erection
- Alignment, leveling, and anchoring
- Site restoration and backfilling around foundations

All work shall be completed true to line and grade and in accordance with the Plans and manufacturer's recommendations.

4. Payment

Payment for Furnish and Install 20'W x 20'L x 10'H Shade Structure shall be paid for at the contract unit price per **Lump Sum (LS)** and shall include full compensation for furnishing all labor, materials, tools, equipment, 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. 33 – Furnish and Install Storage Shed (alternative bid)

This Bid Item shall include all labor, material and equipment required to furnish and install one (1) prefabricated storage shed as shown on the plans. The storage shed shall be an **8' x 10' container-type unit manufactured by Container Alliance** or approved equal. Shed shall consist of a steel container system with trip coating and custom exterior paint (color determined by City Representative), and shall include a **36-inch wide commercial steel door**, as well as two double doors on the side, and all standard manufacturer components required for a complete installation.

Contractor shall provide and install all appurtenances including door hardware, locking mechanisms, ventilation components, and any manufacturer-required accessories. Contractor shall use wood planks as well as anchoring to prevent the storage shed from sagging, sliding and unevenness of balance when placed on the sloped asphalt.

Installation shall include delivery, unloading, placement, leveling, anchoring, and full assembly of the storage shed in a complete and functional condition. Contractor shall ensure compliance with all applicable local codes, clearances, and site constraints.

Payment for Furnish and Install Storage Shed shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, delivery, anchoring, assembly, and for doing all the work involved complete in place and no additional compensation will be allowed therefore.

Bid Item No. 34 – Furnish and Install 3-Bin Composter (alternative bid)

This Bid Item shall include all labor, material and equipment required to furnish and install one (1) **3-bin composter system** as shown on the plans. The composter shall be approximately **73" W x 36" D x 31"** and shall consist of three (3) individual compartments integrated into a single unit.

Composter shall be **3 Bin Composter**, powder-coated galvanized steel, dark green in color, **Demeter** or approved equal. Unit shall include all panels, internal partitions, removable front access panels (doors), framing members, and hardware necessary for a complete and functional installation. Composter shall be **open-bottom** to allow direct contact with underlying soil for composting.

Contractor shall assemble and install the composter system in accordance with manufacturer recommendations. Installation shall include delivery, unloading, assembly, placement, leveling,

and securing of the unit. Composter shall be placed at the location shown on the plans and shall be installed directly on prepared subgrade or existing soil surface unless otherwise directed by the Engineer.

Contractor shall verify that the installation surface is level and suitable and shall provide minor grading, leveling, and anchoring or staking as required to ensure a stable installation. Contractor shall coordinate final placement and orientation with the Engineer prior to installation.

Payment for Furnish and Install 3-Bin Composter shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, delivery, assembly, placement, leveling, minor grading, anchoring, hauling, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefore

APPENDIX “A”

LIST OF STANDARD PLANS AND HOSE BIBBS SPECIFICATIONS

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



(Shown above) Model 7000-36

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

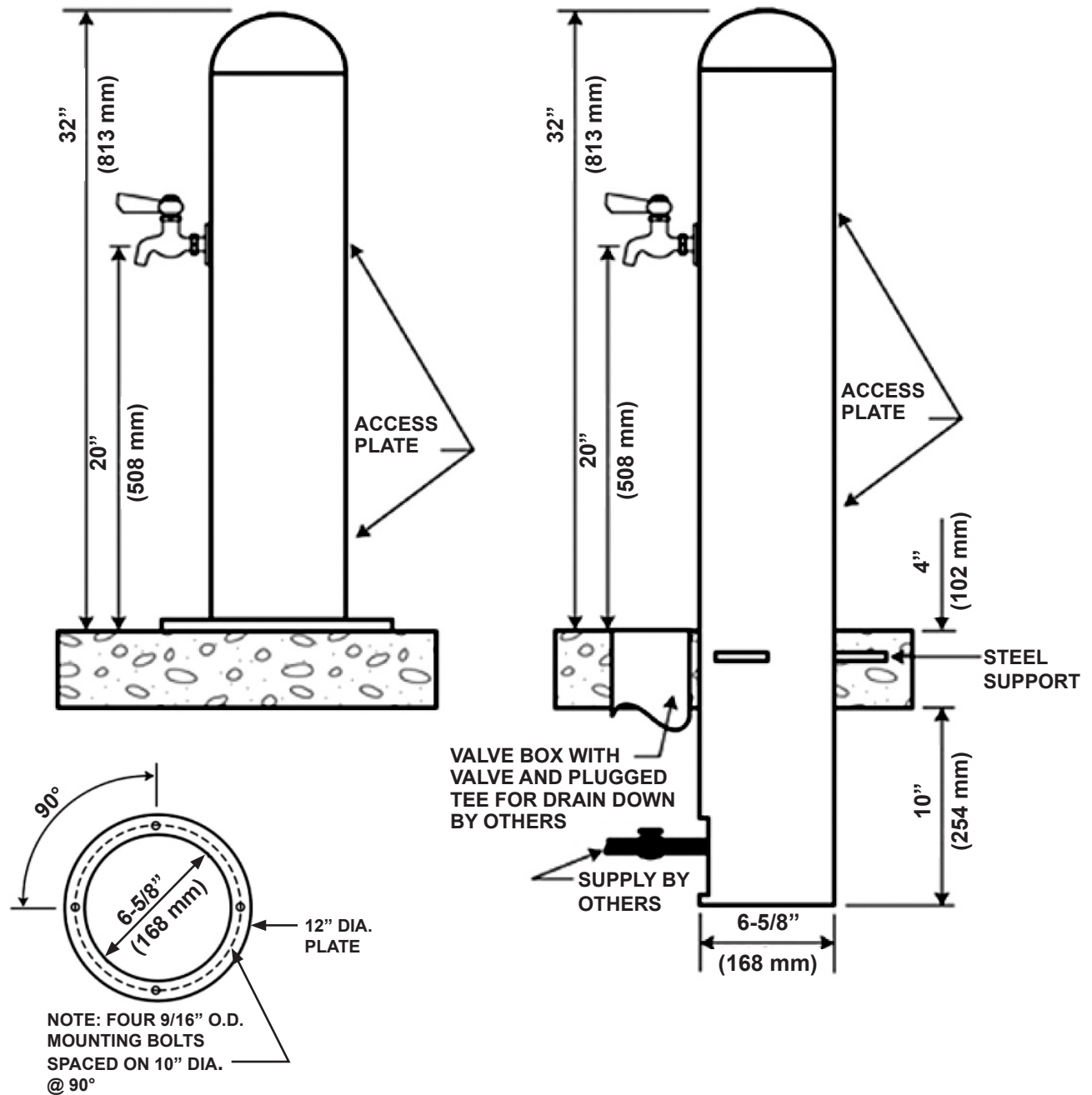
7100-31 46"H x 6-5/8"Dia

7100-36 46"H x 6-5/8" Dia

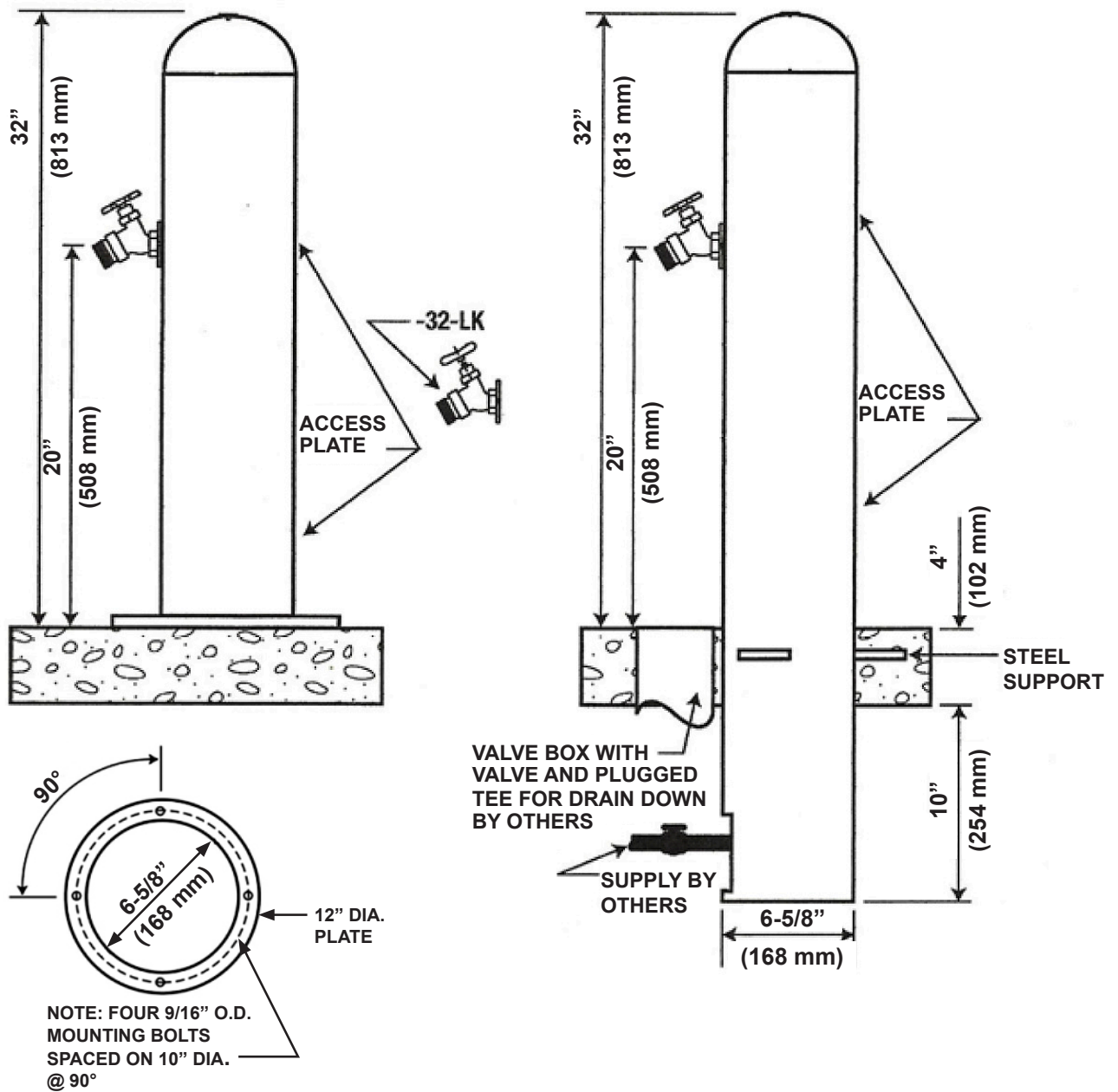
SPEC

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.

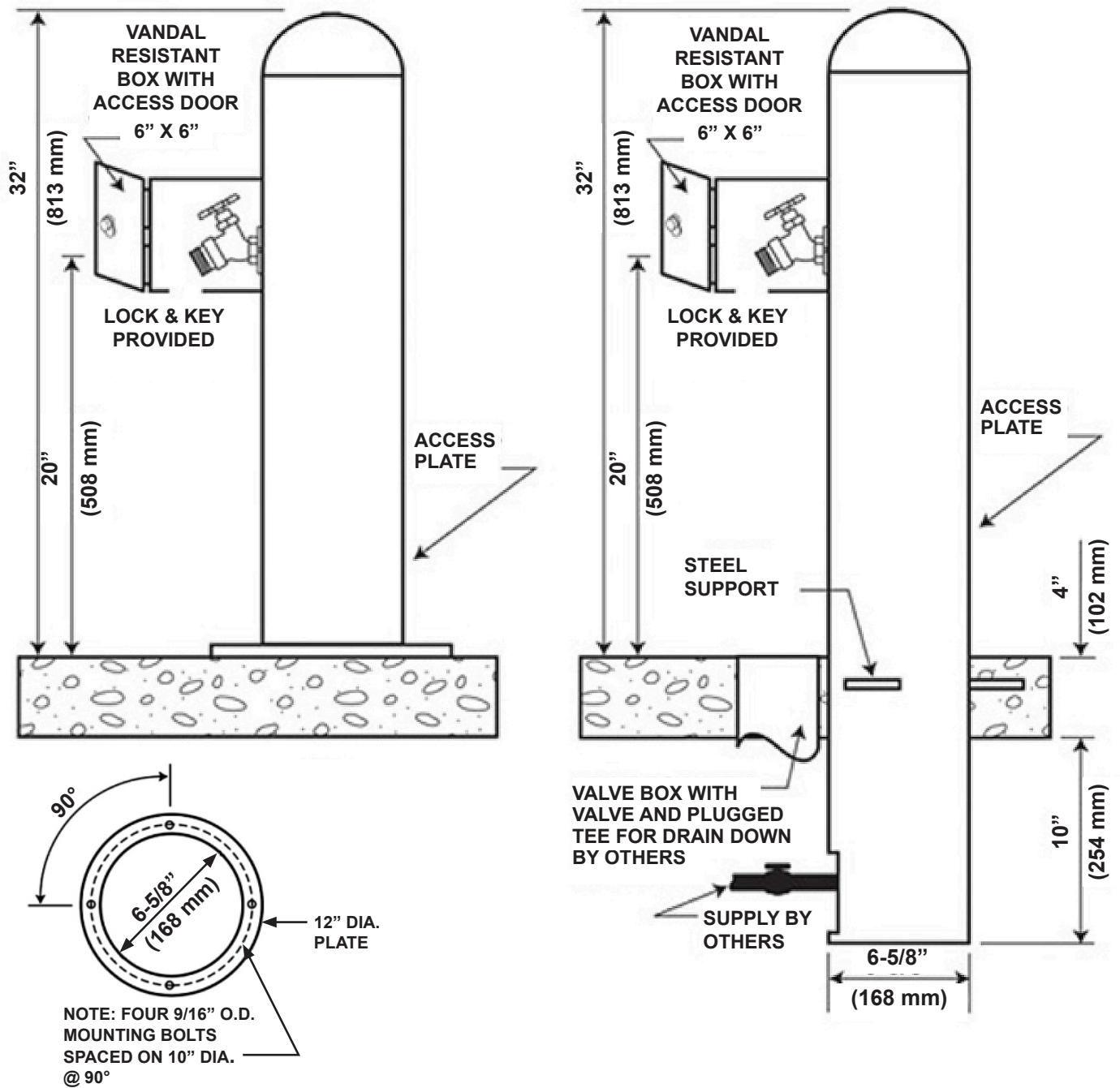
7000-31 & 7100-31



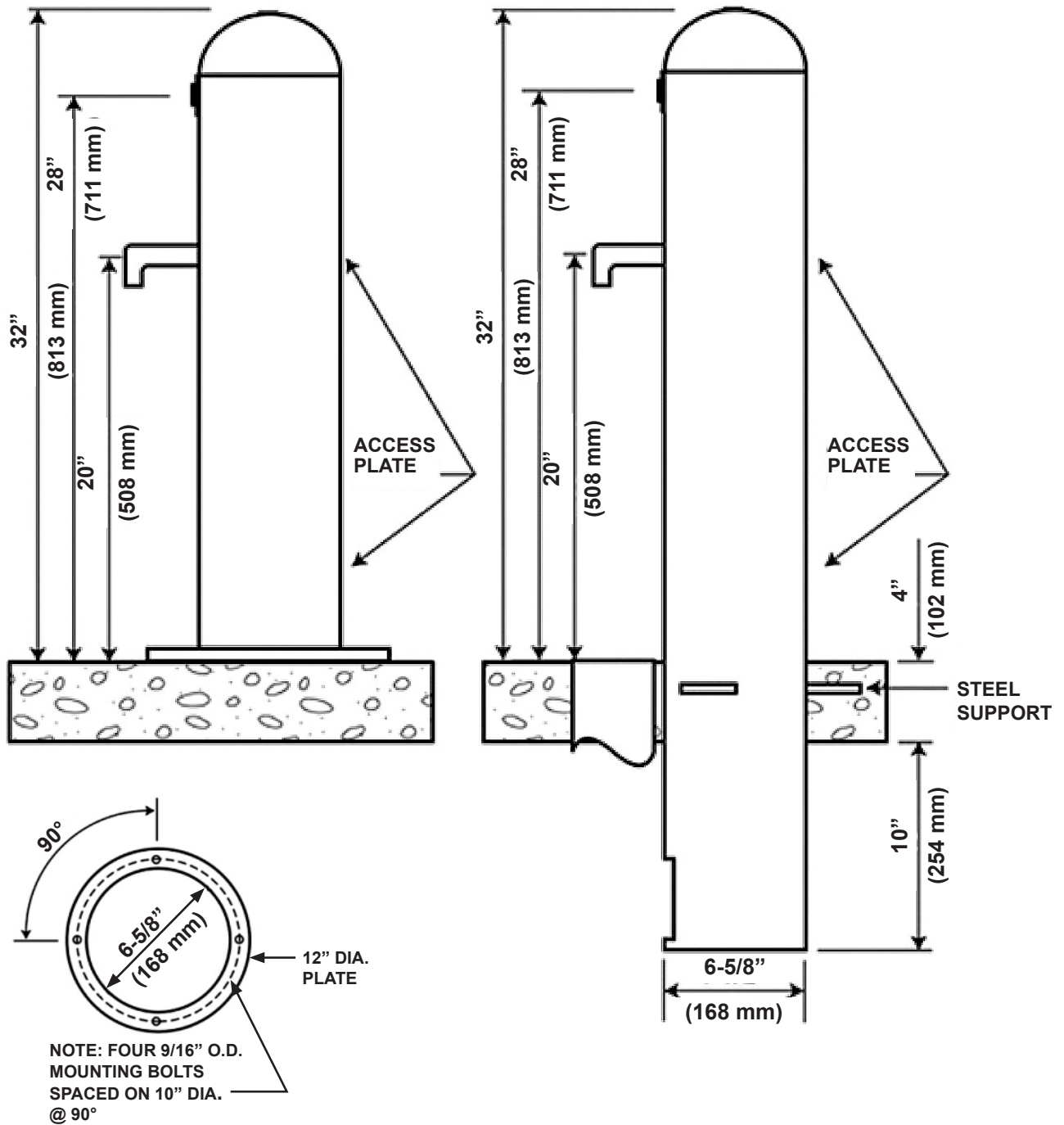
7000-32 & 7100-32



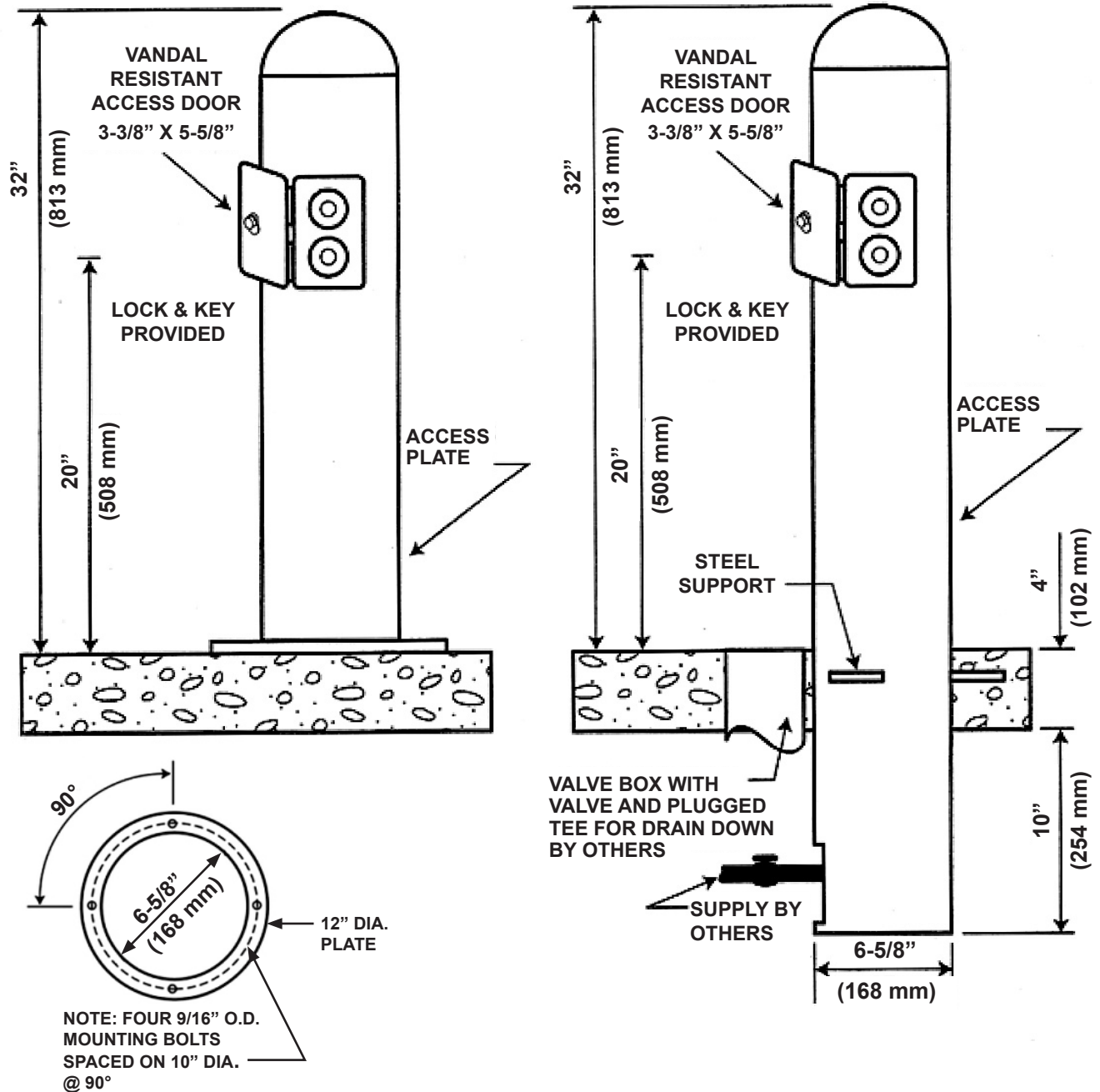
7000-32-VP & 7100-32-VP



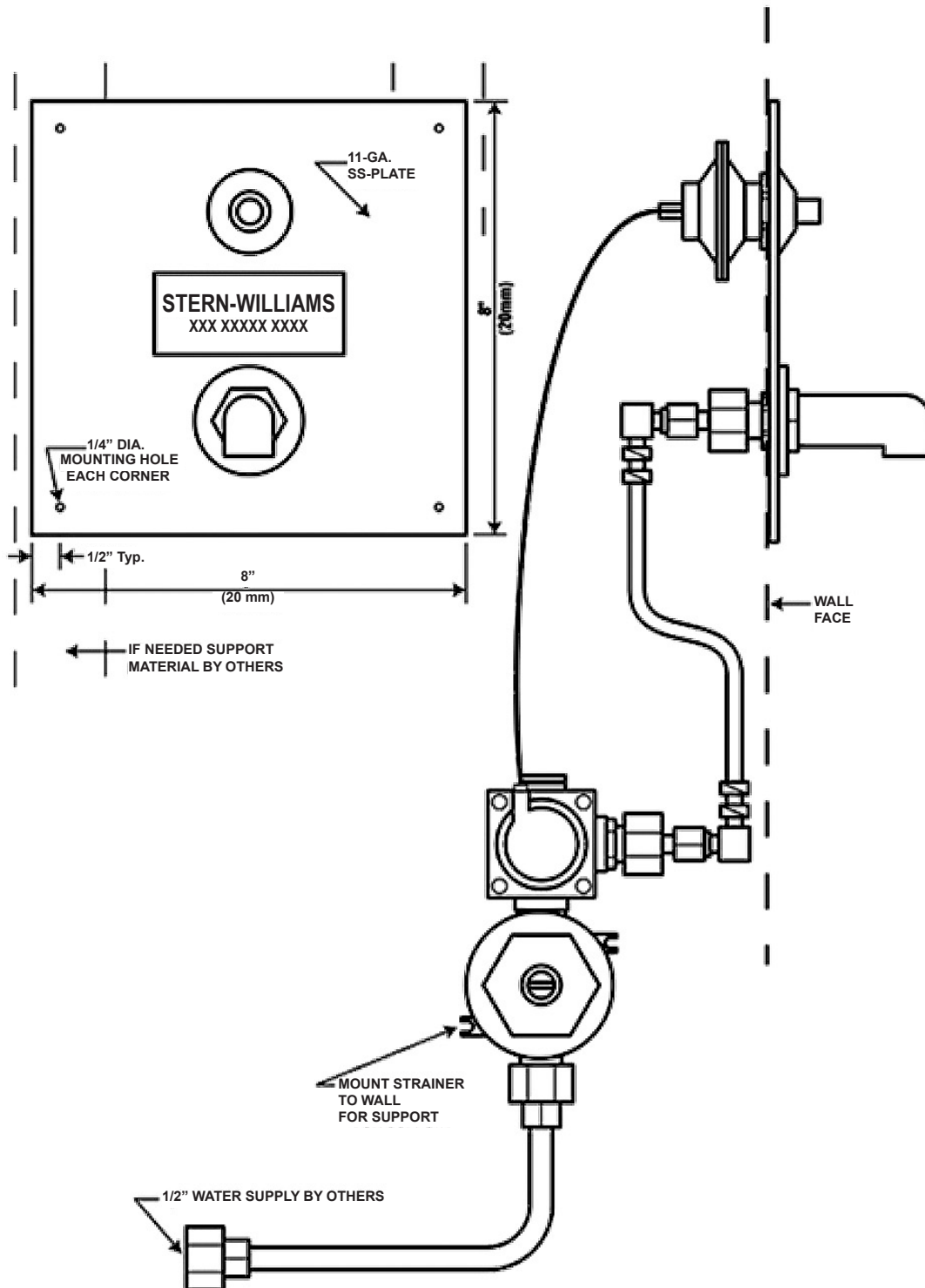
7000-34 & 7100-34



7000-35-VP & 7100-35-VP



7000-MWL-36



CITY OF MONTEBELLO

CHET HOLIFIELD PARK COMMUNITY GARDENS PROJECT

C.P. No. 945

LIST OF STANDARD PLANS

<u>Plan No.</u>	<u>Description</u>
------------------------	---------------------------

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

APPENDIX “B”

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR)

Contractor Registration Number

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

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

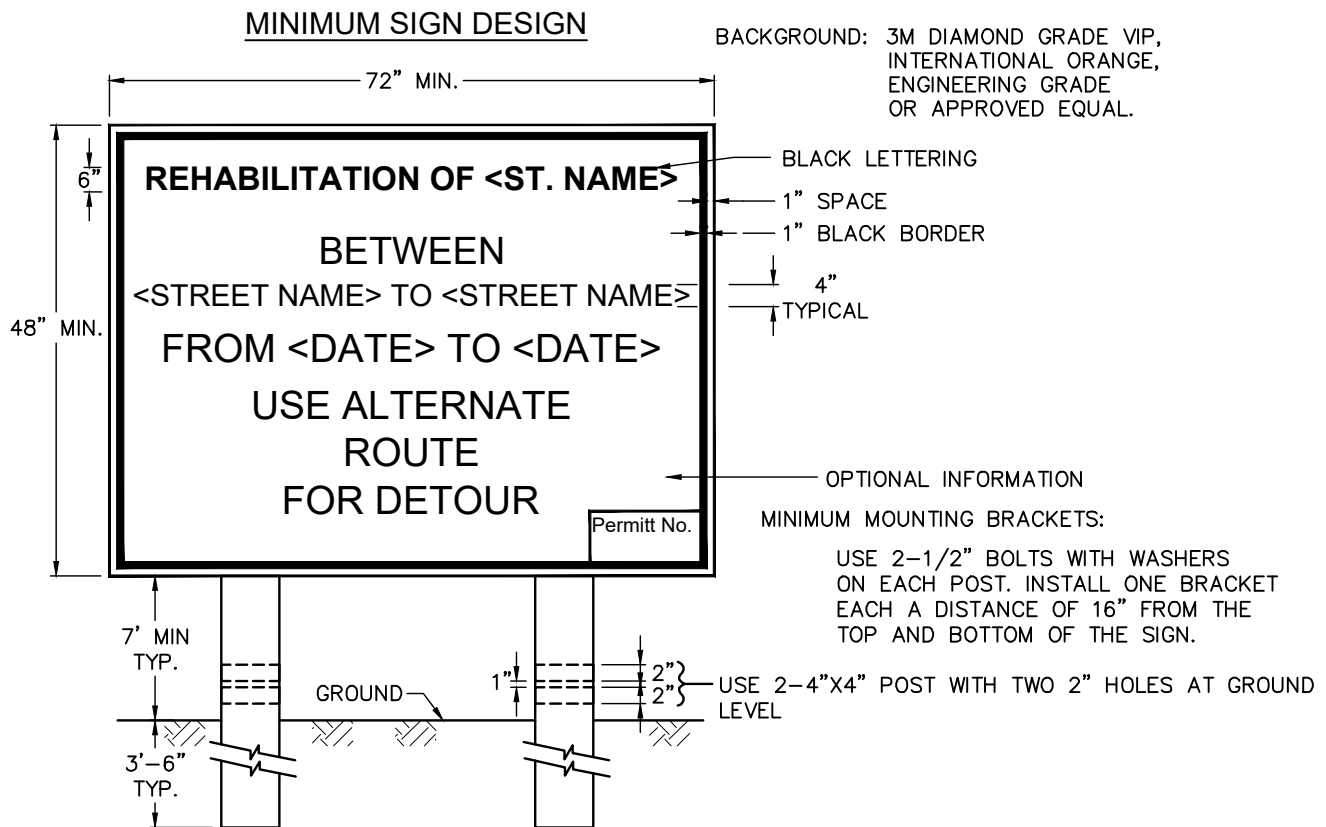
*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “C”

PROJECT SIGN

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

1. STREET NAME : NAME OF EACH STREET AFFECTED DURING THE ROAD CLOSURE.
2. STREET LIMITS : NAME OF EACH STREET AT THE LIMITS OF THE WORK AREA.
3. DATES : THE BEGINNING AND ENDING DATES DURING THE TIME WORK WILL BE IN PROGRESS.
4. OTHER INFORMATION : INFORMATION PERTINENT FOR PUBLIC SAFETY. I.E. ALTERNATIVE ROUTING.
5. SIGN PLACEMENT : A) PER STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS SECTION 5-02.4, EXCEPT AS INDICATED HEREON.
- B) SIGN SHALL BE VISIBLE FOR A MINIMUM OF 500 FEET.
- C) ALL SIGNS SHALL BE PLACED ON THE SIDE OF THE STREET FACING THE DIRECTION OF TRAFFIC.
- D) WHERE A ROAD IS TO BE COMPLETELY CLOSED, SIGNS SHOULD BE PLACED AT THE INTERSECTIONS WHICH PRECEDE THE CLOSURE. A SIGN SHALL BE PLACED FACING EACH DIRECTION OF TRAFFIC APPROACHING THE PROPOSED CLOSURE AREA.



**APPENDIX C
SAMPLE PROJECT INFORMATION SIGN**

APPENDIX “D”

PROJECT LABOR AGREEMENT NO. 4202

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



Los Angeles / Orange Counties Building and Construction Trades Council

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

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



May 1, 2024

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

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

Dear Ms. Guillen,

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

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

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF MONTEBELLO PROJECT LABOR AGREEMENT

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

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

ARTICLE I DEFINITIONS

Section 1.1 "Agreement" means this Project Labor Agreement.

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

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

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

Section 1.5 "City" means the City of Montebello.

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

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

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

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

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

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

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

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

ARTICLE 2 SCOPE OF THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Off-site laboratory work for testing;

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

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

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

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

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

Section 2.6 Awarding of Contracts

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

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

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

Section 2.7 Coverage Exception

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

Section 2.8 Master Labor Agreements

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

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

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

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

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

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

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

ARTICLE 3

UNION RECOGNITION AND EMPLOYMENT

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

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

Section 3.3 Referral Procedures

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

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

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

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

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

Section 3.5 Employment of Local Residents

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

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

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

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

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

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

Section 3.8 Core Employees

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **UNION ACCESS AND STEWARDS**

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

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the

Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and

state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits
Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if

any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities;
- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

- (a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;
- (b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work

with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period,

the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) David Weinberg; (6) Najeeb Khoury; and (7) Andrea Dooley. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10

REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11

SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12

APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13

PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to

commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14 **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15 **SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that

if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16

WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18

DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from January 1, 2024, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Project Labor Coordinator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated, and to be effective as of January 1, 2024.

CITY OF MONTEBELLO

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____

David N. Torres
Mayor

By: _____

Ernesto Medrano
Executive Secretary

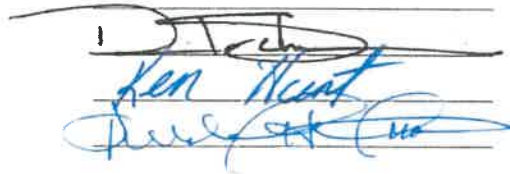
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 600)
 Electricians (Local 11)
 Elevator Constructors (Local 18)
 Guniters Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 District Council of Laborers
 Laborers (Local 300)
 Laborers (Local 1184)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers Local 78)
 Pipe Trades (Sprinkler Fitters Local 709)
 Plasterers (Local 200)
 Plaster Tenders Local (1414)
 Roofers & Waterproofers (Local 36)
 Sheet Metal Workers (Local 105)
 Teamsters (Local 986)
 Western States Regional Council of Carpenters

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Todd Golden
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Christian Bitancourt
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Jose Sanchez
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LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

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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


Ken Hunt
President

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]

City of Montebello

1234 address

City, state, zip code

Attn: _____

Re: Project Labor Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Montebello Project Labor Agreement effective January 1, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B
LOCAL RESIDENT ZIP CODES

(TIER 1)

CITY RESIDENTS

[to be supplied by the City]

(TIER 2)

90001	90037	90082
90002	90038	90084
90003	90039	90086
90004	90040	90087
90005	90041	90088
90006	90042	90089
90007	90046	90090
90008	90048	90091
90010	90050	90093
90011	90051	90096
90012	90052	90099
90013	90053	90134
90014	90054	90201
90015	90055	90202
90016	90057	90211
90017	90058	90239
90018	90060	90240
90019	90062	90241
90020	90063	90255
90021	90065	90270
90022	90068	90280
90023	90069	90601
90026	90070	90602
90027	90071	90606
90028	90072	90607
90029	90074	90608
90030	90075	90610
90031	90076	90640
90032	90078	90660
90033	90079	90661
90036	90081	90662

90670	91123	91602
90671	91124	91603
91001	91125	91604
91003	91126	91606
91006	91129	91608
91007	91182	91609
91008	91184	91610
91009	91185	91614
91010	91188	91618
91011	91189	91702
91012	91199	91706
91016	91201	91714
91017	91202	91715
91020	91203	91716
91021	91204	91722
91023	91205	91723
91024	91206	91731
91025	91207	91732
91030	91208	91733
91031	91209	91734
91040	91210	91735
91041	91214	91744
91042	91221	91745
91043	91222	91746
91046	91224	91747
91066	91225	91754
91077	91226	91755
91101	91352	91756
91102	91353	91770
91103	91501	91771
91104	91502	91772
91105	91503	91775
91106	91504	91776
91107	91505	91778
91108	91506	91780
91109	91507	91790
91110	91508	91791
91114	91510	91793
91115	91521	91801
91116	91522	91802
91117	91523	91803
91118	91526	91804
91121	91601	91896

91899

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF MONTEBELLO CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Montebello Project Labor Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Project Labor Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
LOS ANGELES/ORANGE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee

shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol

pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed

medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

7. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

8. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

APPENDIX “E”

SHADE STRUCTURE GENERAL SPECIFICATION AND WARRANTY

Material Specifications, Warranty, and Policies

Material Specifications

Fabric

- Shade fabric is made of UV stabilized cloth manufactured by Alnet Americas or approved equal
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut
- Cloth meets fire resistance tests as follows:

Alnet Americas Extra Block: California State Fire Marshall Reg. #F-93501

Others: NFPA 701-99 (Test Method 2) and ASTM E-84

Fabric Properties

Stretch	Stentored
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828 lbf (ASTM 3786)
Fabric Weight (oz/sqFT)	Avg 1.02 to 1.07 oz.
Fabric Width	9' 10"
Roll Length	150'
Roll Size	63" x 16 ½"
Weight	120 lbs.
Life Expectancy	10 Years
Fading	Minimum Fading After 6 years, 3 Years for Red and Yellow
Min. Temperature	-77°
Max. Temperature	+167°

Shade Protection and UV Screen Protection Factors

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Rivergum Green	88.7%	92.9%
Sky Blue	89%	92.2%
Navy Blue	93.6%	94.4%
Turquoise	86%	91.5%
Yellow	77.6%	95.5%

To view a complete list of fabrics, please reference the Color Options page of our catalog by clicking [here](#).

Thread

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage
- Shall have a wide temperature and humidity range
- Abrasion resistant and UV radiation immunity
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution
- Lockstitch thread - 1200 Denier or equal
- Chain stitch thread - 2400 Denier or equal

Steel Tubing

- All fabricated steel must be in accordance with approved shop drawings and calculations
- All steel is cleaned, degreased, or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted
- Plate products shall comply with ASTM A-36

Superdurable Powder Coat and Primer

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating

Powder Coat Tests		Results
ASTM	Gloss at 60°	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtoV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

Powder Coat Process Characteristics

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft 2/lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

Application Criteria

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

Welds

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable
- All fillet welds shall be a minimum of ¼" unless otherwise noted
- All steel shall be welded shut at terminations to prevent internal leakage
- Internal weld sleeving is not acceptable
- On-site welding of any component is not acceptable

Sewing

- On-site sewing of a fabric will not be accepted
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load
- The perimeters that contain the cables shall be double lock stitched

Installation Hardware

- Bolt and fastening hardware shall be determined based on calculated engineering loads
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2
- Upon request, Stainless Steel hardware shall comply with ASTM A-304
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized

Concrete

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality
- Concrete specifications shall comply in accordance with, and detailed as, per plans as follows:
 1. 28 Days Strength $F'_c = 2500$ psi
 2. Aggregate: HR
 3. Slump: 3-5
 4. Portland Cement shall conform to C-150

CONCRETE CONTINUED ON NEXT PAGE

5. Aggregate shall conform to ASTM C-33

- All reinforcement shall conform to ASTM A-615 grade 60
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice
- Whenever daily ambient temperatures are below 80° F, the contractor may have mix accelerators and hot water added at the batch plant (see table)
- The contractor shall not pour any concrete when daily ambient temperature is below 55° F

Concrete Temperate Chart

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

Footings

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer
- All anchor bolts shall be zinc plated unless specified otherwise
- Footing shall be placed in accordance with and conform to engineered specifications and drawings

Shade Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

LW Lifetime* Warranty on stainless steel hardware

20 20-Year Limited Warranty on framework

10 10-Year Limited Warranty on fabric

5 5-Year Limited Warranty on powder coat

1 1-Year Limited Warranty on cables

1 1-Year Limited Warranty on materials not above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and wind-storms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

Limited Warranty: Structural Steel

SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Limited Warranty: Shade Fabric

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX[®] MEHATOP F 1 waterproof fabric carry a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-Year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors red and yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

Policies

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information please call 1.800.327.8774.

Appendix

Proper Care, Maintenance, and Safe Removal of the Shade Canopy

THINGS TO AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric or fireworks near the fabric..

SLACK CABLE IN CANOPY: Canopies with loose cables can fail.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. Canopy cables that are not maintained at optimum tension will be subject to shorter lifespans and potential failures earlier than our recommend cable replacement scheduling. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down. It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape. When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.



VICINITY MAP
NOT TO SCALE



City of Montebello

Engineering Division

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

PROJECT SITE



LOCATION MAP
NOT TO SCALE

LEGEND:

- PROJECT LOCATION
- CITY LIMIT

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:

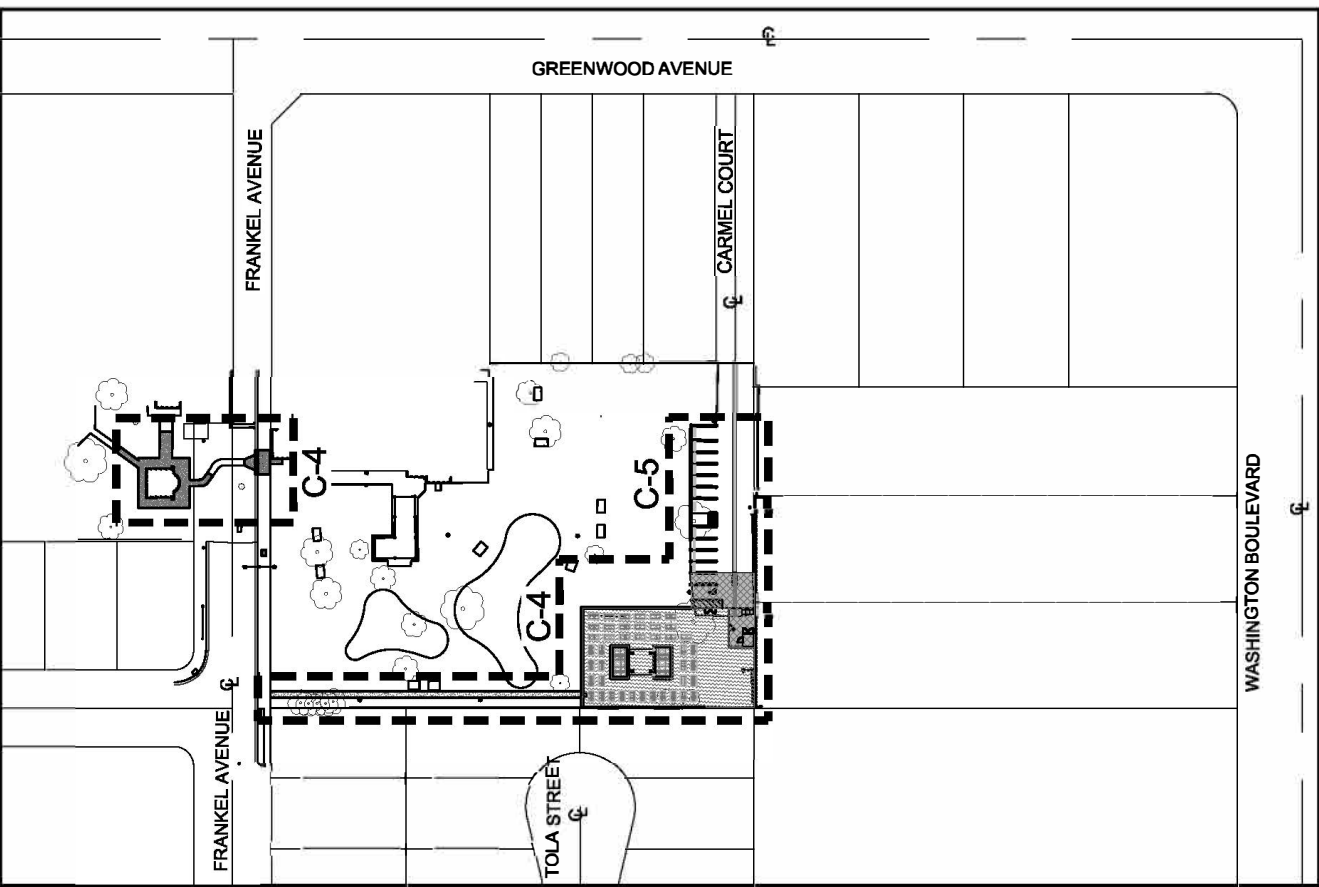
THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY BOWMAN USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. OWNERS OF KNOWN UTILITIES AND OTHER STRUCTURES IN THE STREET RIGHT OF WAY HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, BOWMAN AND CITY OF 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.



KEY PLAN
SCALE: 1"=150'

PROJECT UTILITY CONTACTS:

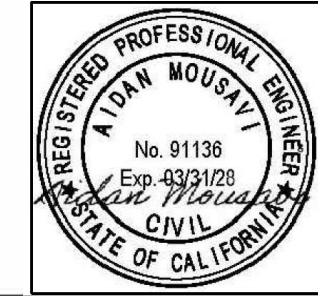
CITY OF MONTEBELLO DEPT OF PUBLIC WORKS ATTENTION: MR. CESAR ROLDAN	(323) 887-1642 croidan@montebelloca.gov
AT&T ATTENTION: MR. MARCO MACIAS	(626) 318-9039
CALIFORNIA WATER SERVICE ATTENTION: MR. RALPH FELIX	(323) 823-5287 rfelix@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT ATTENTION: MR. KEVIN 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@lacsdsd.org
METROPOLITAN WATER DISTRICT ATTENTION: MR. BEN BRINKER	(909) 242-1675 msingh@mwah2o.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 jbetencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON NORTH OF LINCOLN AVE. & LARGE PROJECTS 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 lisette.alvarez@sce.com
THE GAS COMPANY ATTENTION: MR. CESAR ARROYO	(310) 605-4105 carroyo@semprouilities.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

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

UNDER THE SUPERVISION OF:



Bowman

3080 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
bowman.com

DESIGNED BY: J.KWOK
DRAWN BY: J.KWOK
CHECKED BY: A. MOUSAVI DATE: 03/27/26

REVIEWED BY:

CITY ENGINEER DATE

CHET HOLIFIELD PARK COMMUNITY GARDENS

TITLE SHEET

C-1

Sheet 1 of 5

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 THEREOF FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.
20. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.
21. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLAZES, 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 SWEEEPING 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 HIGHWAYS 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.

CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.

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.

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.

THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" LICENSE ISSUED BY THE STATE OF CALIFORNIA.

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

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

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

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.

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
DMB	— 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

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 DETERMINING 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 DETERMINING. DETERMINING OR PUMPING DIRECTLY, OR SHEET FLOW OVER PUBLIC SIDEWALK AND ROAD SURFACE, WILL NOT BE PERMITTED. DETERMINING 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 DISCREPANCY PRIOR TO THE START OF CONSTRUCTION.

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 STRIP 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.

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.

● – 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.

	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.



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.

UNDER THE SUPERVISION OF:



A circular professional engineer seal for Aidan Mousavi, No. 91136, Exp. 03/31/28, State of California. The seal is stamped in black ink and includes the text "REGISTERED PROFESSIONAL ENGINEER", "AIDAN MOUSAVI", "No. 91136", "Exp. 03/31/28", "CIVIL", and "STATE OF CALIFORNIA". There is a handwritten signature across the seal.



CITY OF MONTEBELLO

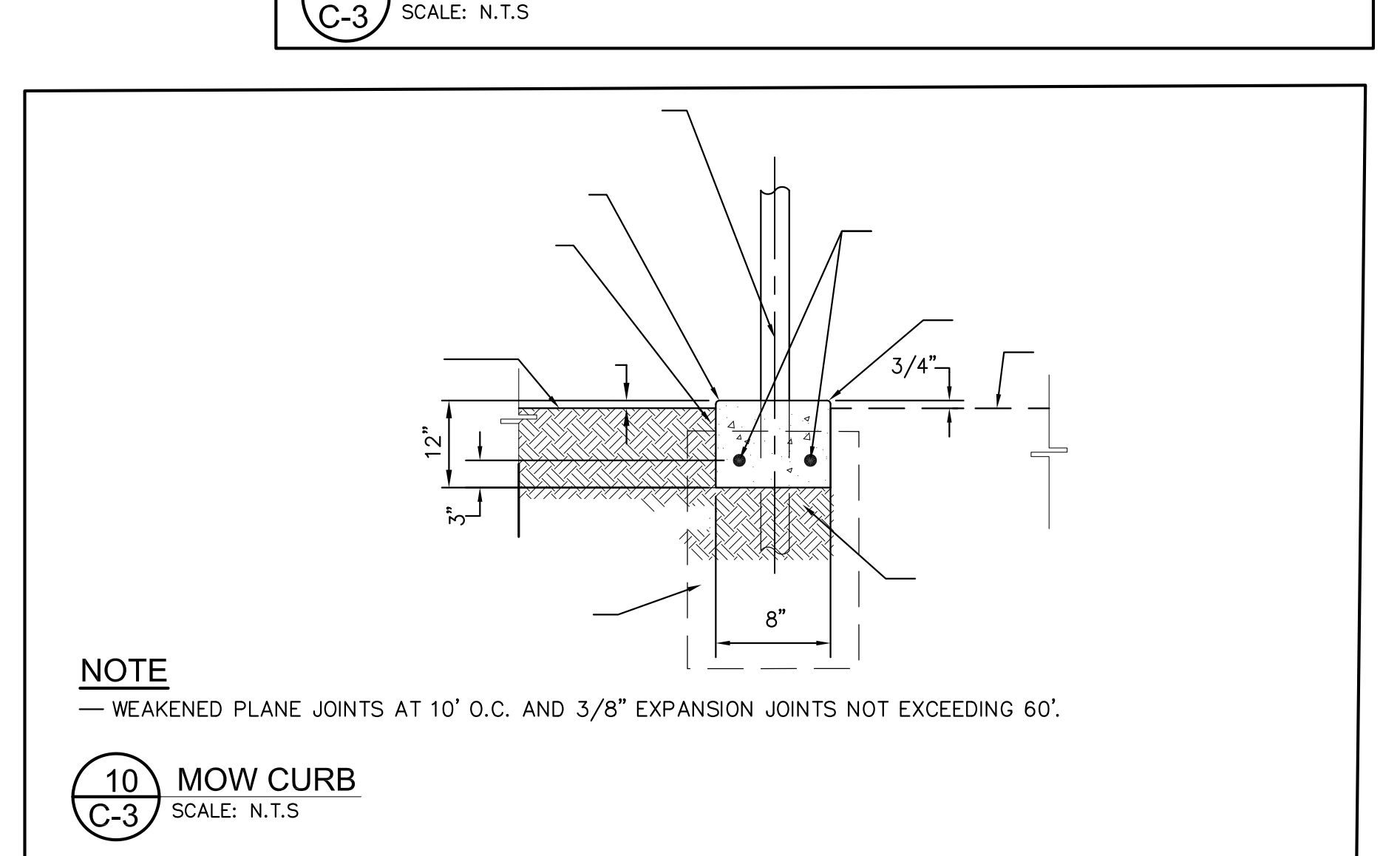
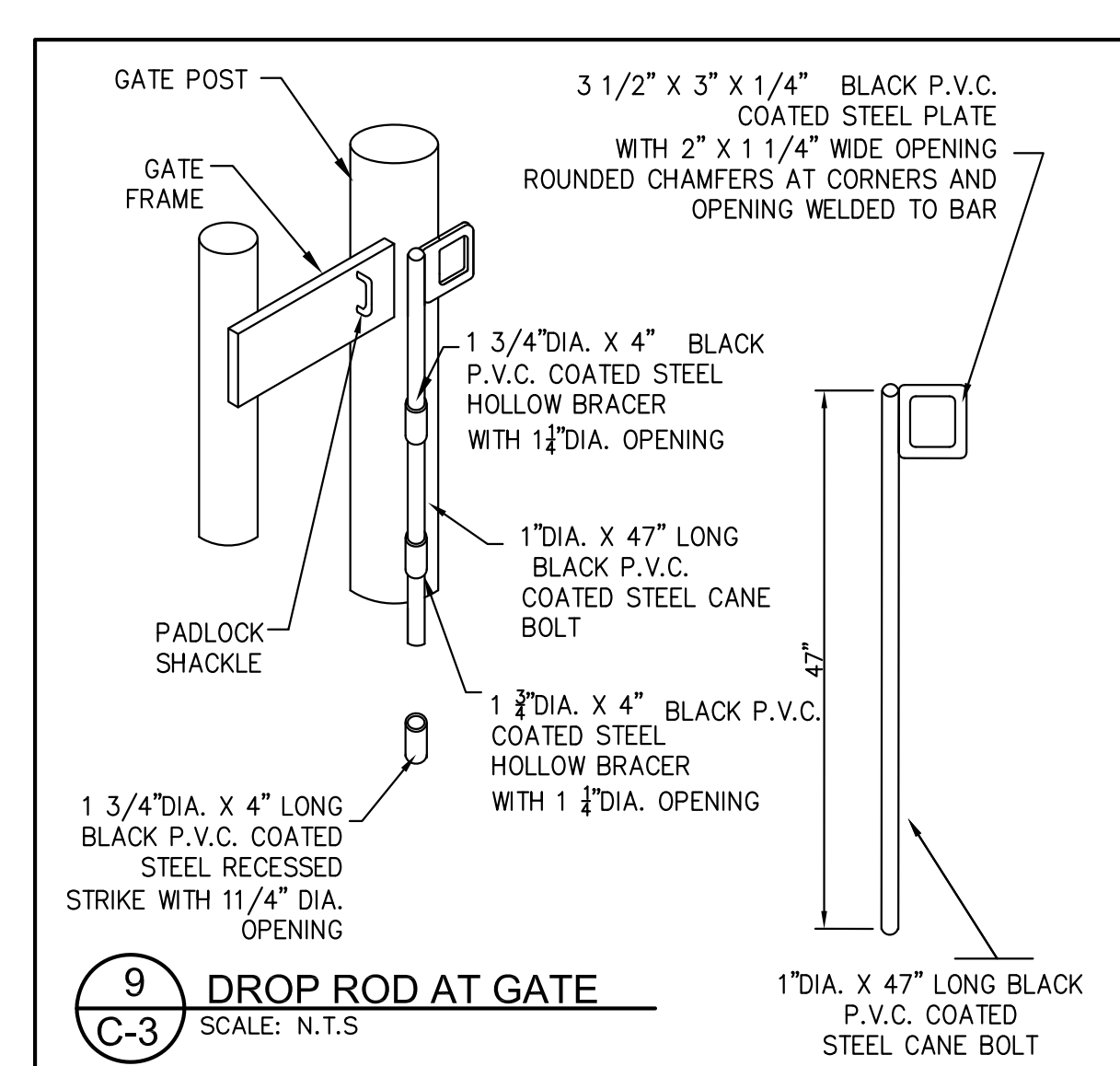
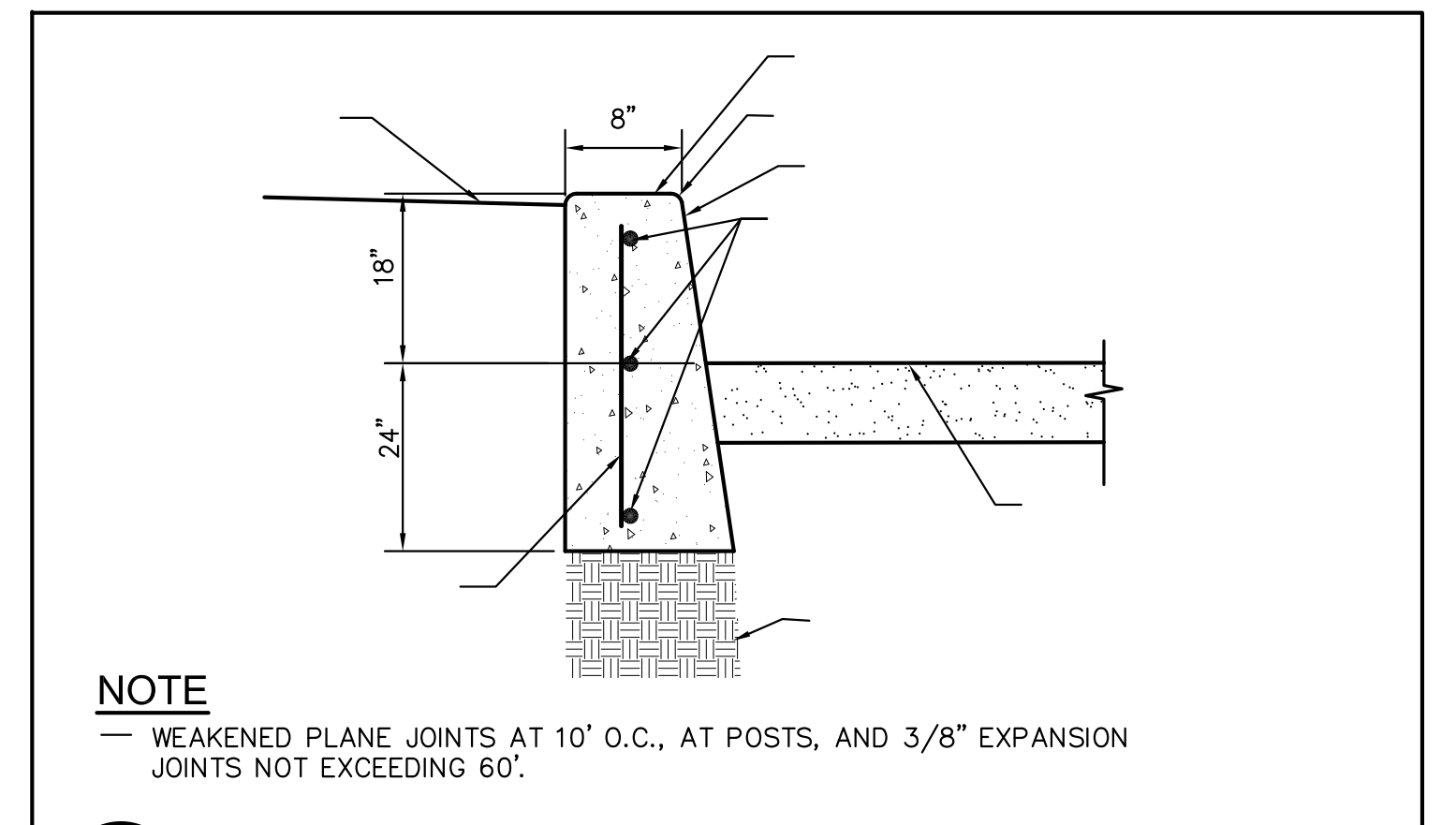
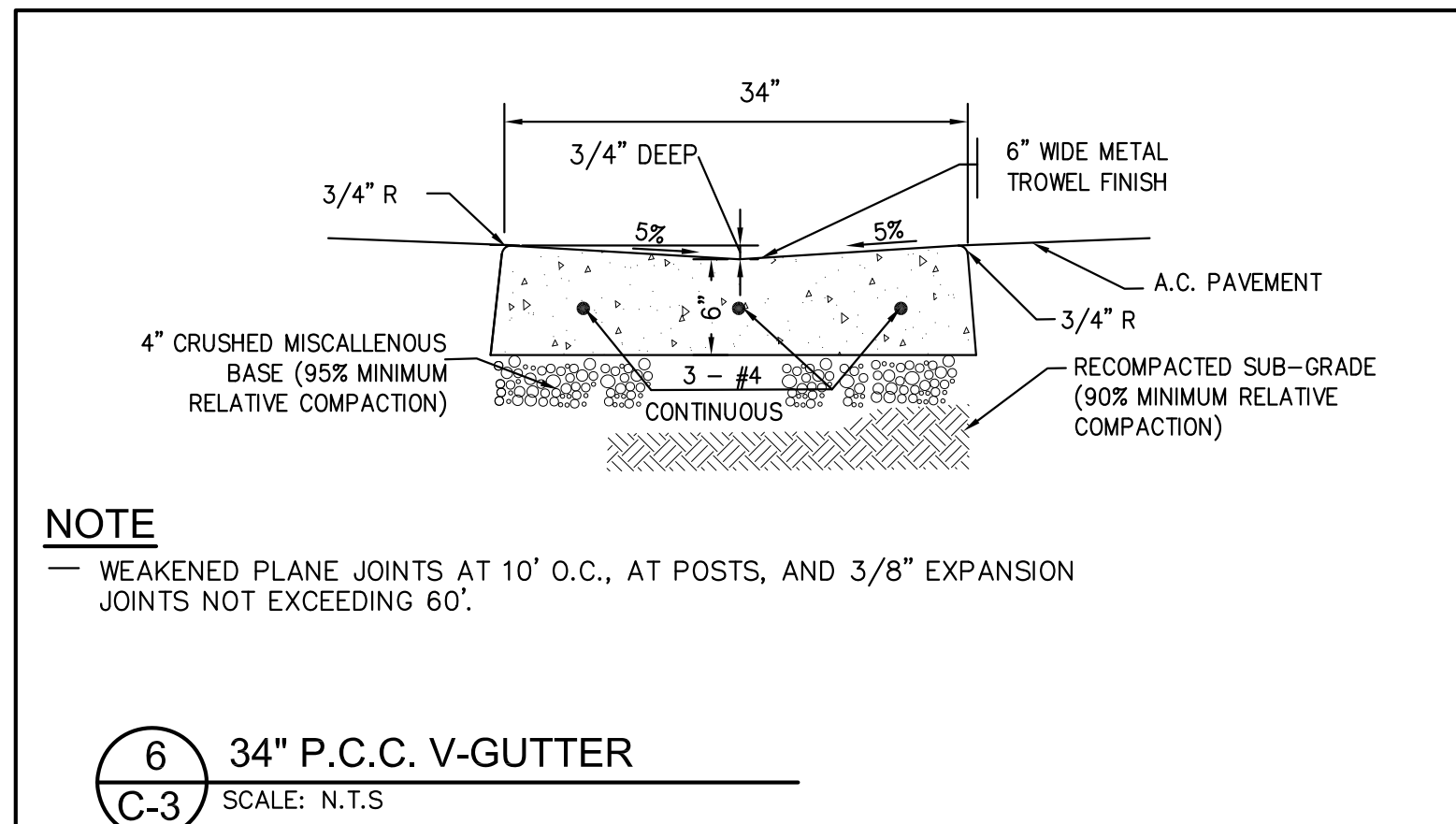
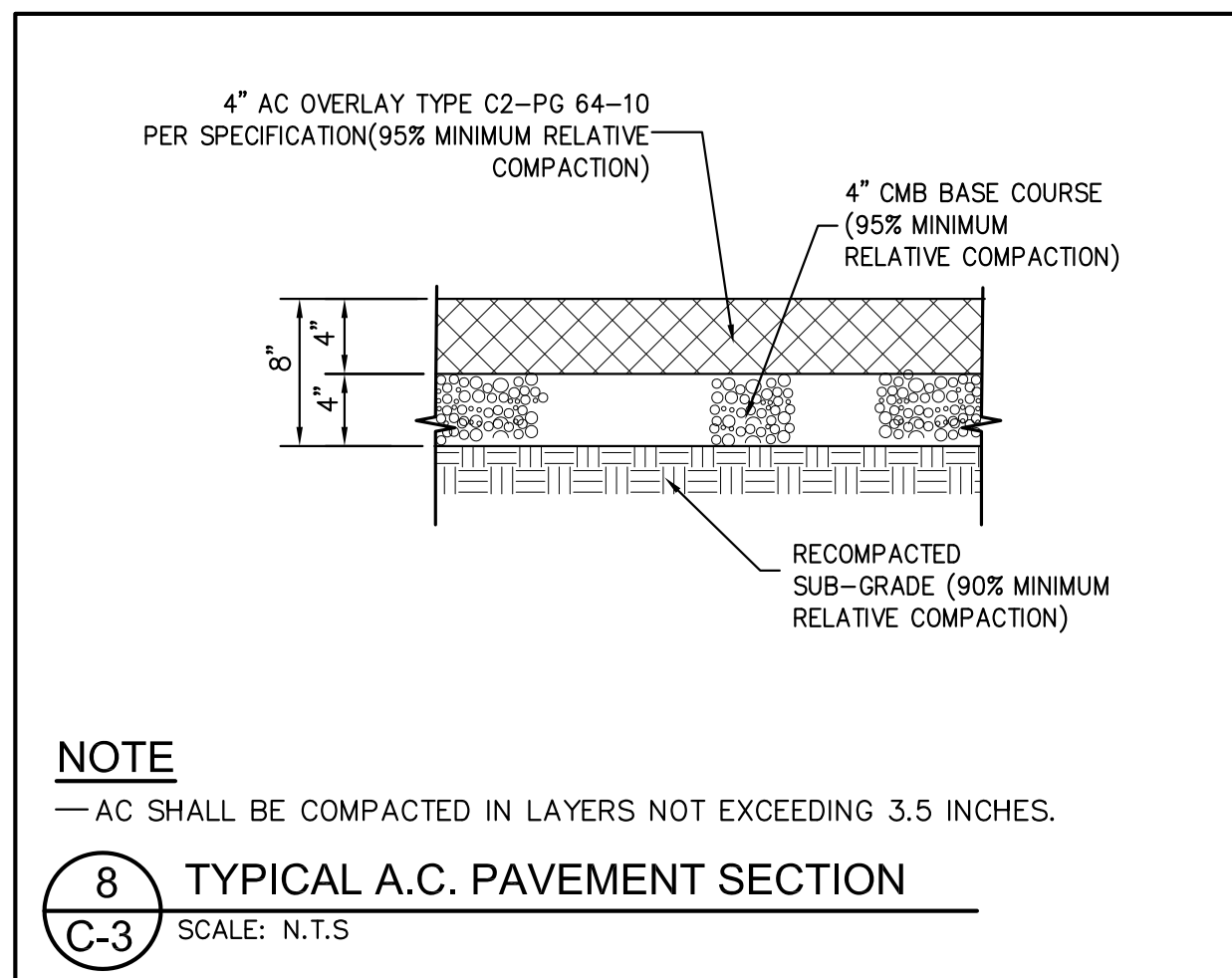
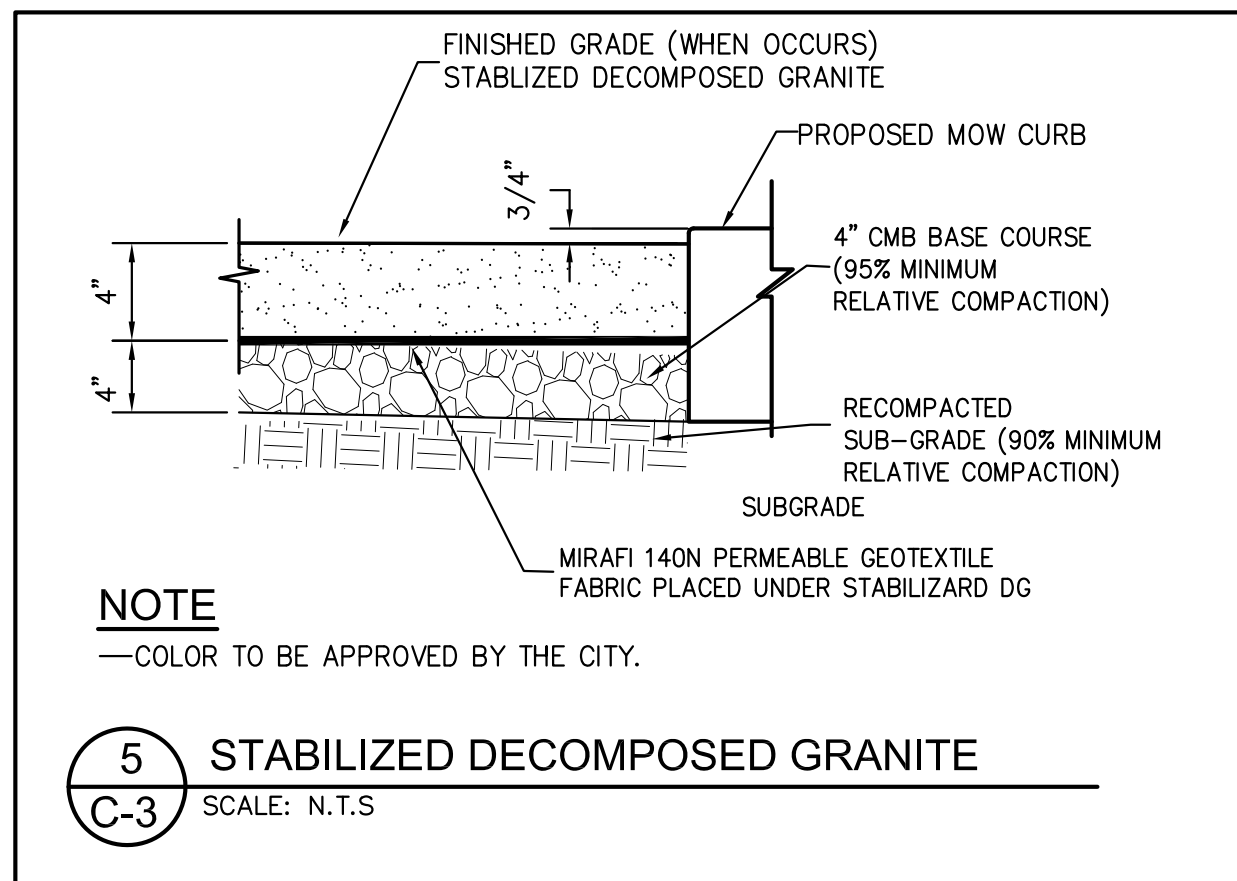
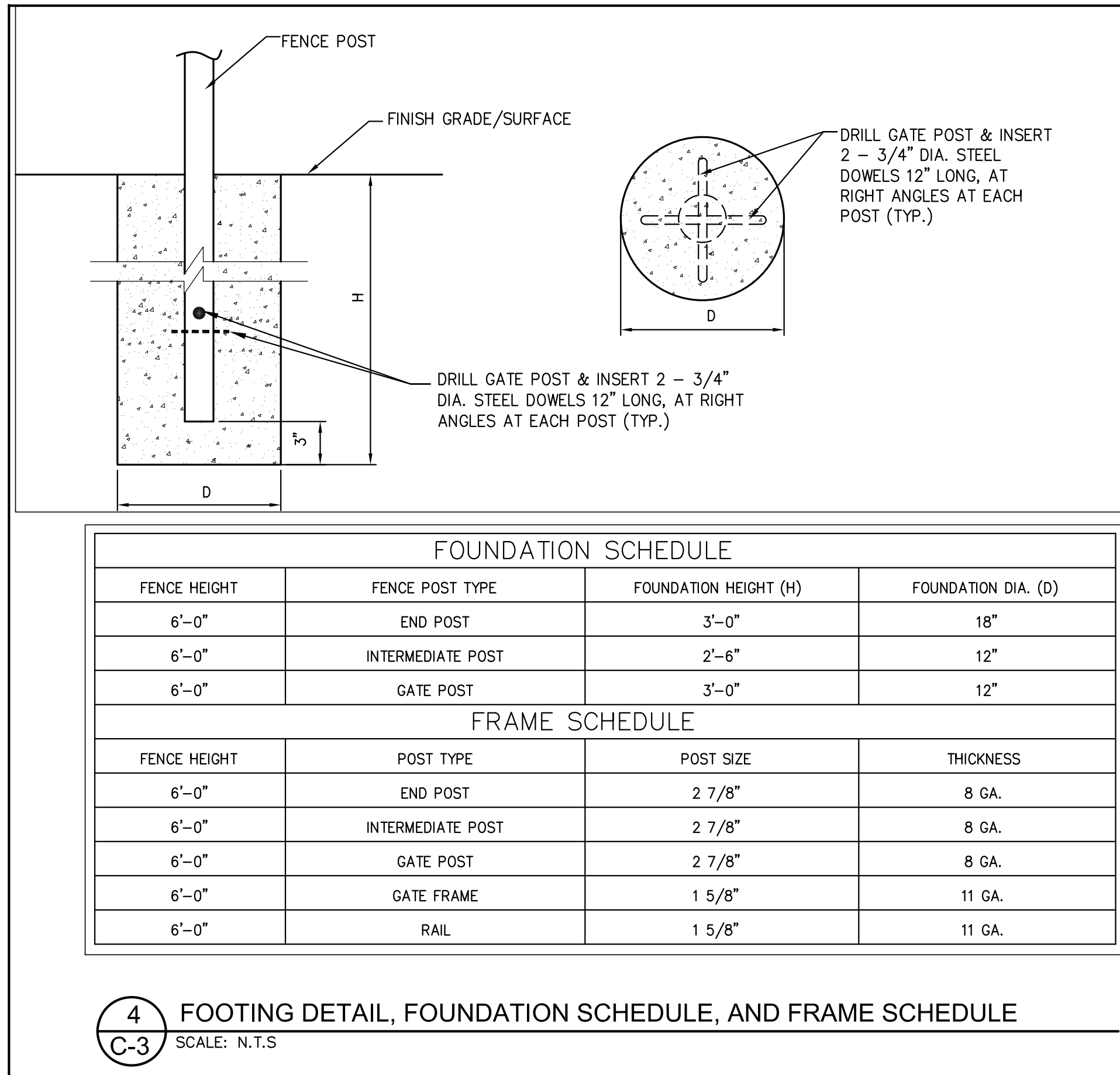
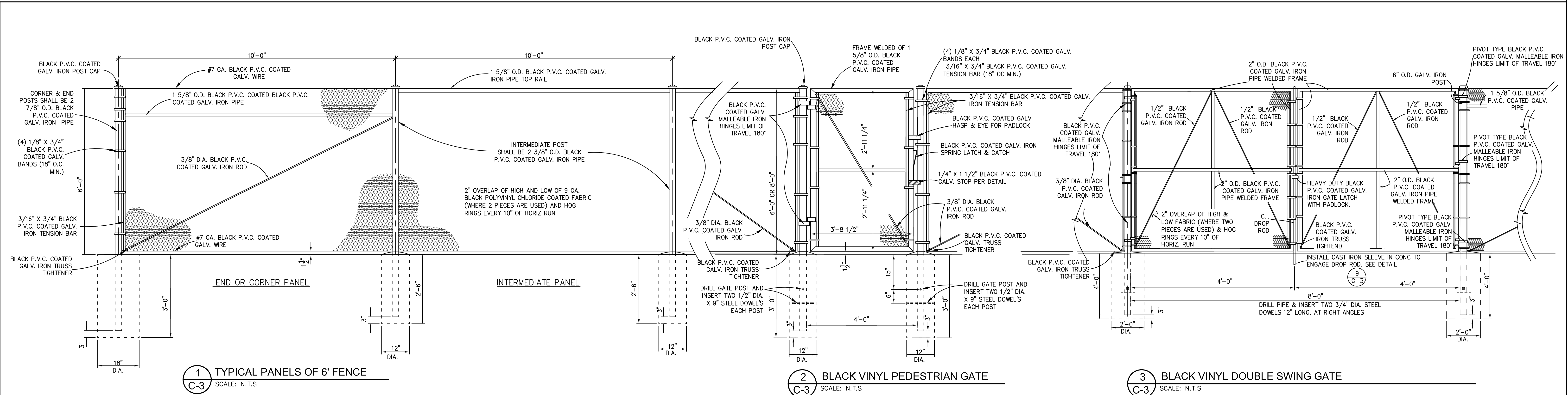


ENGINEERING DIVISION



GENERAL NOTES AND LEGEND

Sheet 2 of 5



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

UNDER THE SUPERVISION OF:

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: 03/27/26

CITY OF MONTEBELLO

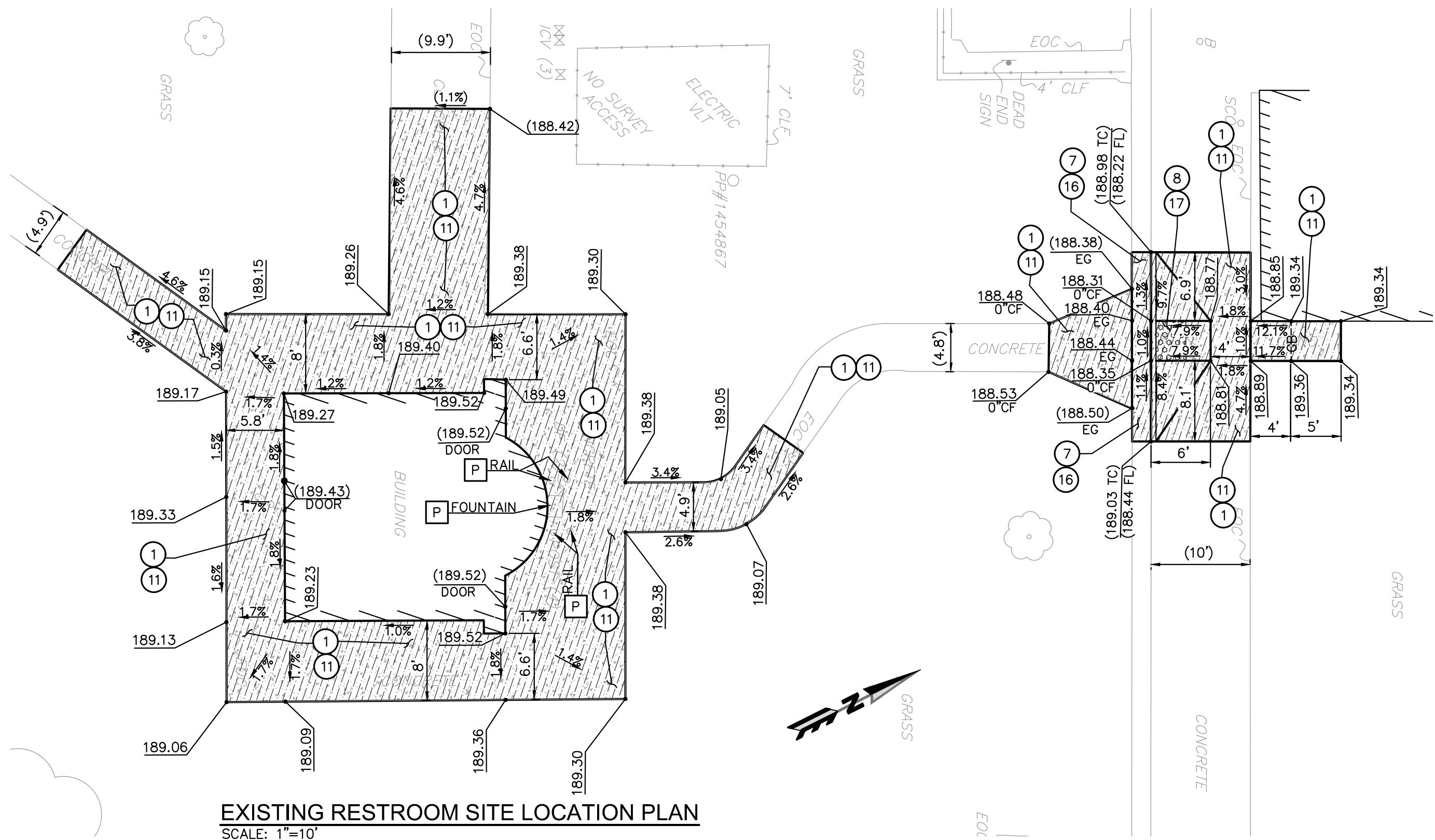
ENGINEERING DIVISION

CHET HOLIFIELD PARK COMMUNITY GARDENS

DETAILS

C-3

Sheet 3 of 5



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 EXISTING BBQ EQUIPMENT AND APPURTENANCES.
- 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 STABILIZED 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.
- 21 PROVIDE AND PLACE 4"-THICK CMB UNDER STABILIZED DECOMPOSED GRANITE PER DETAIL 5 ON SHEET C-3.
- 22 CONTRACTOR TO PROVIDE AND PLACE 3 BIN COMPOSTER (DEMETER OR APPROVED EQUAL) TO LOCATION AFTER PAVING OPERATION.
- 23 CONTRACTOR TO PROVIDE AND PLACE 8'X10' STORAGE BIN (ALLIANCE OR APPROVED EQUAL) TO LOCATION AFTER PAVING OPERATION.

LANDSCAPING AND WATER/IRRIGATION IMPROVEMENTS

- 25 PROVIDE AND PLACE TOP SOIL UP TO FULL HEIGHT OF BOX/CURB.
- 26 FURNISH AND INSTALL 4'W X 8'L X VARIED HEIGHT GALVANIZED(26 GAUGE) PLANTER BOX.
- 27 FURNISH AND INSTALL NEW HOSE BIBB, STERN WILLIAMS SURFACE MOUNT 7000-32 PEDESTAL HOSE BIBB OR APPROVED EQUAL WITH 3/4" 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.

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.

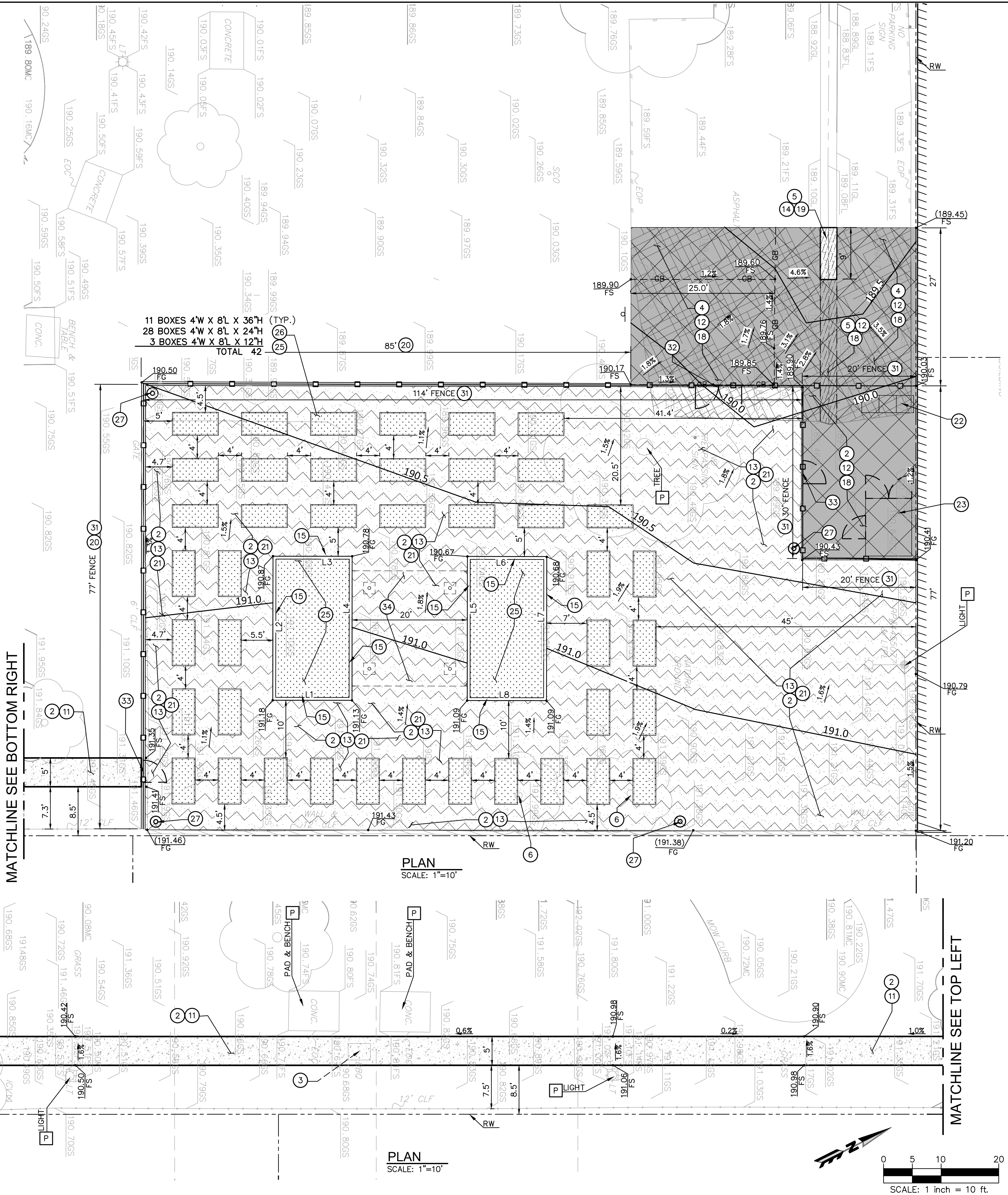
SHADE STRUCTURE NOTES

- 34 INSTALL 20'W X 20'L X 10' SHADE STRUCTURE WITH FOOTINGS PER MANUFACTURERS SPECS AND DETAILS

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

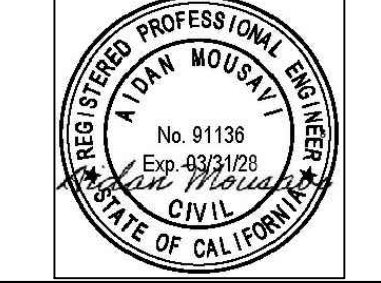


UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



Bowman
3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
bowman.com
DESIGNED BY: J.KWOK
DRAWN BY: J.KWOK
CHECKED BY: A. MOUSAVI DATE: 03/27/26

CITY OF MONTEBELLO



ENGINEERING DIVISION

CHET HOLIFIELD PARK COMMUNITY GARDENS

PRECISE GRADING AND FENCING IMPROVEMENT PLAN

C-4

Sheet 4 of 5



STRIPING PLAN
SCALE 1"=20'

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	APPROVED

DESIGNED BY: J.KWOK
DRAWN BY: J.KWOK
CHECKED BY: A. MOUSAVI DATE: 03/27/26

ENGINEERING DIVISION

SIGNING & STRIPING PLAN AND DETAILS

Sheet 5 of 5



ITEM # 15

APPROVAL OF MINUTES: MARCH 25, 2026, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, MARCH 25, 2026 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Tamayo called the meeting to order at 6:03 p.m.

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, Records Coordinator Alejandro Rodarte, 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 Item.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Tamayo recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session items:

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Significant exposure in one case

REGULAR SESSION

CLOSED SESSION REPORT

Mayor Tamayo reconvened the meeting at 7:06 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.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by Lucia Rodriguez.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Raul Alvarez pulled Item No. 11 from the agenda for further review.

CEREMONIAL ITEMS/PRESENTATIONS

2. CITIZEN OF THE MONTH - PABLO CASTORENA

Presented by Mayor Tamayo.

3. PROCLAMATION FOR NATIONAL VIETNAM WAR VETERANS DAY

Presented by Mayor Tamayo.

4. PROCLAMATION FOR WOMEN'S HISTORY MONTH

Presented by Mayor Tamayo.

5. PROCLAMATION FOR NATIONAL DEVELOPMENT DISABILITIES MONTH

Presented by Mayor Tamayo.

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 eleven(11) 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

None.

REGULAR BUSINESS

- 6. WAIVE SECOND READING AND ADOPTION OF ORDINANCE NOS. 2487, 2488, 2489, AND 2490, AMENDING PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENTS, SITE PLAN REVIEW STANDARDS, AND REZONING OF CERTAIN PROPERTIES CONSISTENT WITH THE MONTEBELLO 2040 GENERAL PLAN AND THE CITY'S HOUSING ELEMENT; AND APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE COVENANTS AND AGREEMENTS FOR THE PRESERVATION AND PROTECTION OF THE ARMENIAN GENOCIDE MARTYRS MONUMENT AND THE MONTEBELLO SCOUT HOUSE**

RECOMMENDATION: It is recommended that the City Council:

1. Waive second reading of Ordinance No. 2487, amending Chapter 17.22 titled Commercial Zones Generally of the Montebello Municipal Code ("MMC") to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22; and
2. Waive second reading of Ordinance No. 2488, amending Title 17 – Zoning of the MMC to establish Chapter 17.21 titled Objective Design Standards, to provide new objective design standards for residential and mixed-use development projects; and
3. Waive second reading of Ordinance No. 2489, amending Chapter 17.74 titled Site Plan Review of the MMC to update thresholds for when a site plan review is required, remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application, and include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed administratively; and
4. Waive second reading of Ordinance No. 2490, approving the rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029); and
5. Determine and find that the proposed amendments to Title 17 of the MMC and rezoning of certain properties are within the scope of, and consistent with, the 2040 General Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") on April 10, 2024 (State Clearinghouse No.2023050665), in compliance with the California Environmental Quality Act ("CEQA"), and
6. Approve and authorize the City Manager to execute the Covenant and Agreement for the preservation and protection of the Armenian Genocide Martyrs Monument in a form approved by the City Attorney; and
7. Approve and authorize the City Manager to execute the Covenant and Agreement for the preservation and protection of the Montebello Scout House in a form approved by the City Attorney; and
8. Take such additional, related, action that may be desirable.

Planning Manager Viviana Esparza provided a presentation of the item.

The City Clerk's Office acknowledged nineteen (19) 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.

Councilmember Peralta clarified that the proposed zoning action does not approve or advance any specific project. She emphasized that any future development on sites subject to rezoning would still require City Council approval and would return to the Council for consideration.

Director Palombi confirmed that the action before the City Council is limited to zoning and policy changes and does not include approval of any development project. He explained that any future development proposal would be required to undergo a formal application process, including review for consistency with State law and the Montebello Municipal Code, environmental review, public noticing, and public hearings before both the Planning Commission and City Council.

Councilmember Peralta inquired whether approval of the item would require the City to immediately issue a Request for Proposals (RFP), bind the City to any development, or otherwise obligate the City to take action. Director Palombi responded that the City Council retains full discretion, and that approval of the item does not obligate the City to move forward with any development.

Councilmember Peralta requested that Director Palombi elaborate on the enforcement of covenants and the viewshed ordinance, specifically how these tools would protect the Armenian Genocide Martyrs Monument and the Montebello Scout House. She also asked whether such covenants could be legally challenged.

Director Palombi explained that the covenants and agreements would run with the land and be recorded against the property with the Los Angeles County Registrar-Recorder's Office. He stated that any development proposal would be required to adhere to the conditions outlined in those covenants, which would remain in effect in perpetuity. While acknowledging that covenants can be legally challenged, he stated that they are a strong and commonly used tool across the State and would remain in full force and effect.

He further explained that the viewshed ordinance provides additional layers of protection by preserving views to and from significant landmarks and cultural sites, including the Armenian Genocide Martyrs Monument. He noted that the site falls within a designated viewshed area. Additionally, under the California Environmental Quality Act (CEQA), the City is required to evaluate whether a project would substantially degrade visual character or harm a historic resource. He stated that all of these protections would be analyzed if and when a development proposal is submitted. He also clarified that

while the City is not obligated to build on the site, it is required to demonstrate sufficient capacity to meet housing obligations.

Councilmember Peralta referenced the RFP issued in 2022 for the Golf Course Master Plan and requested an update on its status. The City Manager stated that upon assuming his position, he reviewed the RFP and was not comfortable with the process as originally structured. He explained that the City has since placed the RFP on hold while coordinating with the State to determine next steps. He further noted that because the RFP remains active, staff is limited in what information can be disclosed; however, no proposals have been evaluated and no action has been taken. He confirmed that the City Council retains the authority to reject the RFP and direct staff to issue a new RFP incorporating additional considerations.

Councilmember Peralta stated that since the RFP was never brought before the City Council, the Council maintains full discretion regarding whether to proceed. She noted that the original RFP did not include a community-driven visioning process and expressed that the Council now has the opportunity to incorporate such a process into any future RFP.

City Manager Alvarez stated that one of the core principles he has advocated for is the development of a comprehensive community engagement process, similar to the engagement conducted during budget discussions. He emphasized that any future RFP should include robust input from the City Council, residents, stakeholders, and staff to guide decisions regarding the property.

Councilmember Peralta inquired whether the Housing Element requires any actions beyond issuing an RFP, such as selecting a developer or advancing a project. Director Palombi responded that there are no such requirements and that the City retains full discretion on how to proceed, consistent with State law and the Municipal Code.

Councilmember Peralta questioned why the rezoning is being considered at this time, noting that the Housing Element has already been certified. She asked whether the rezoning is necessary to maintain compliance with State requirements. Director Palombi explained that when the Housing Element was approved in 2022 and certified by the State, the City made commitments to rezone certain properties identified in the site inventory. He explained that while the City is not required to construct housing units, it must demonstrate adequate zoning capacity to accommodate its Regional Housing Needs Allocation (RHNA).

He further explained that the City was required to complete the rezoning within a statutory timeframe, originally from February 2022 to February 2025, which was later extended to February 2026 after the City met the criteria for a one-time extension. He noted that although the deadline has passed, the City has maintained communication with the California Department of Housing and Community Development (HCD), which issued a corrective action letter in October 2025. He stated that HCD is monitoring whether the City follows through on its commitments.

Councilmember Peralta asked whether it would be possible to amend the sixth-cycle Housing Element to remove the golf course site from the housing inventory. Director Palombi stated that the City cannot amend the sixth-cycle RHNA allocation at this time.

Councilmember Peralta acknowledged that the City will soon begin planning for the seventh-cycle Housing Element and asked whether alternative sites, such as the Beverly Boulevard Adventist site or corridors along Whittier Boulevard and Washington Boulevard, could be considered in the future to replace the golf course site. Director Palombi confirmed that during the seventh-cycle planning process, the City may evaluate alternative locations; however, the City must still demonstrate realistic capacity to accommodate the required number of housing units.

City Manager Alvarez emphasized that the action before the Council is a zoning amendment necessary to align with the previously adopted Housing Element (2022) and General Plan (2024), and represents a required step to remain compliant with State law. He noted that failure to act could result in the City being out of compliance and subject to regulatory consequences.

Councilmember Peralta inquired about the legal implications of excluding the golf course site from the rezoning. Director Palombi stated that doing so would create significant risk to the City's Housing Element compliance and could result in regulatory or legal action under State housing law.

Councilmember Melendez acknowledged staff's efforts and community participation but expressed opposition to the item unless the golf course site was excluded.

Councilmember Alonzo also acknowledged staff's work and noted that while the City must remain compliant, there are valid concerns regarding the protection of historical resources.

Mayor Pro Tem Romero inquired about the Scout House covenant and whether it would continue to provide protection if the associated Boy Scout troop were to dissolve. City Manager Alvarez stated that the covenant, as currently written, protects the Scout House; however, if the organization dissolves, the covenant protections would no longer apply.

Mayor Tamayo discussed the covenants and stated that multiple layers of protection exist for the Armenian Genocide Martyrs Monument, including its designation as a State historic landmark, the viewshed ordinance, and the covenant. She suggested assigning the covenant to a long-standing organization, such as the Lions Club of Montebello, rather than Scout Troop 330.

Councilmember Peralta proposed several conditions, including: suspension of the existing RFP; development of a comprehensive community visioning process; incorporation of community-defined standards into future RFPs; completion of an independent traffic and infrastructure study; preservation and definition of open space; and exploration of alternative housing sites during the seventh-cycle Housing Element process.

City Manager Alvarez confirmed the proposed conditions and clarified that formal suspension of the RFP would require a future agenda item.

Councilmember Peralta made a motion to approve the ordinance with the proposed conditions. The motion was seconded by Mayor Tamayo and subsequently failed by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 2-3-0-0
AYES: Tamayo, Peralta		
NOES: Romero, Melendez, Alonzo		
ABSTAIN: None		
ABSENT: None		

Councilmember Peralta then made a new motion to introduce the ordinance as amended, incorporating revisions to the zoning map to remove the golf course, covenant provisions, and the conditions discussed. The motion was seconded by Mayor Pro Tem Romero; the motion was approved unanimously.

7. APPROVE PURCHASE AND SALE AGREEMENT NO. 4485 WITH TUVF – MONTEBELLO, LLC FOR ACQUISITION OF REAL PROPERTY LOCATED AT 602-610 WEST WHITTIER BOULEVARD (LOS ANGELES COUNTY ASSESSOR'S PARCEL NOS. 6346-027-001, 6346-027-002, 6346-027-006, AND 6346-027-019) (THE "PROPERTY")

RECOMMENDATION: It is recommended that the City Council:

1. Find and determine that acquisition of the Property is in conformance with the City's General Plan pursuant to Government Code Section 65402 because it furthers the purpose of the community driven vision, direction and policy guidance set in the Montebello General Plan through the preservation of buildings within the community and how they are built, which promote economic development, land use, community design, and housing to achieve the community vision; and
2. Find and determine that the approval of the Purchase and Sale Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to (i) CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption in that it can be seen with certainty that there is no possibility that the approval of the Purchase and Sale Agreement may have a significant effect on the environment and is not a project under CEQA Guidelines Section 15378(a)(1) and none of the exceptions to the Categorical Exemptions under CEQA Guidelines Section 15300.2 apply; and
3. Approve the Purchase and Sale Agreement ("Agreement") between the City of Montebello and TUVF – Montebello, LLC, for the acquisition of 602, 604, 608, and 610 West Whittier Boulevard in the amount of \$3,150,000 plus Capitalized Costs totaling \$63,784 as defined in the October 21, 2025, PUT Agreement; and
4. Authorize the City Manager to execute the Agreement and all related escrow and closing documents necessary to consummate the transaction, in a form approved by the City Attorney; and
5. Authorize the Finance Director to appropriate and disburse funds necessary to complete the acquisition and associated closing costs and costs related to anticipated maintenance and repairs; and,

6. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$3,280,000 in Account No. 600-90-900-6088 (Transit, Transportation, Administration, Property Purchase); and,
7. Take such additional and/or related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

8. PRESENTATION OF COMMUNITY BUDGET FORUMS AND BUDGET SURVEY FEEDBACK, FISCAL YEAR 2026-27 BUDGET DEVELOPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Fiscal Year 2026-27 Community Budget Forum and Budget Survey feedback; and,
2. Take such additional, related action that may be desirable.

Director of Finance Michael Solorza provided a presentation of the item.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

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

City Manager Alvarez pulled Item No. 11 from the agenda for further review.

Councilmember Alonzo motioned, seconded by Councilmember Melendez, that Item No's. 9-10 and 12-16, be approved; the motion passed unanimously.

9. APPROVE AGREEMENT NO. 4481 WITH AM SIGNAL FOR PURCHASE AND INSTALLATION OF THE OPTICOM GPS SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4481 with AM Signal for the purchase and installation of the Opticom GPS system; and
2. Authorize the City Manager to execute the agreement and all applicable exhibits, attachments, and related documents necessary to implement the project in good faith; and
3. Approve issuance of the agreement through the Purchasing Cooperative of America in accordance with Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and
4. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by \$287,354 in Account 215-99-7116 (Proposition C Local – Non-Departmental – Improvements Other Than Building); and
5. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Melendez, to approve the item; the motion passed unanimously.

10. APPROVE SENATE BILL 1 (SB1) FUND APPROPRIATION TO FISCAL YEAR 2025-26 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 944)

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by \$640,000 in Account No. 201-99-7116 (SB1/RMRA – Non-Departmental – Improvements Other Than Building); and

2. Authorize the use of \$640,000 in Senate Bill 1/RMRA funds for the FY 2025-26 SB1 Rubberized Asphalt Street Enhancement Project (CP 944); and
3. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Melendez, to approve the item; the motion passed unanimously.

11. APPROVE AGREEMENT NO. 4484 WITH VOLTAIRE ENGINEERING, INC. FOR CHET HOLIFIELD COMMUNITY GARDEN PROJECT (CP 945)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4484 with Voltaire Engineering for the Chet Holifield Community Garden Project (CP 945) as the most responsive, responsible bidder in the amount of \$292,556; and
2. Approve a construction contingency in the amount of \$27,444; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$100,000 in Account No. 100-70-700-6040.10 (General – Parks and Recreation – Recreation Administration – Contract Services Outside Contracts); and
4. Authorize the City Clerk's Office to release all other bidders' bonds; and
5. Authorize the City Manager to execute the agreement and all change orders in good faith; and
6. Take such additional, related action that may be desirable.

City Manager Raul Alvarez pulled Item No. 11 from the agenda for further review.

12. APPROVE AN INCREASE TO PURCHASE ORDER WITH COMMLINE INC. FOR PUBLIC SAFETY VEHICLE OUTFITTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve an increase to the existing purchase order with Commline Inc. in an amount not-to-exceed \$60,000 for the outfitting of public safety vehicles; and
2. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Melendez, to approve the item; the motion passed unanimously.

13. ADOPT RESOLUTIONS FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD AND CONDUCTED ON NOVEMBER 3, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 26-16 calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities; and
2. Approve Resolution No. 26-17 requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to a General Municipal Election to be held and conducted on Tuesday, November 3, 2026; and
3. Approve Resolution No. 26-18 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026, with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code; and
4. Approve Resolution No. 26-19 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 3, 2026; and
5. Approve Resolution No. 26-20 providing for a procedure for determining by lot a tie among candidates at the November 3, 2026, General Municipal Election in accordance with Elections Code Section 15651.

Councilmember Alonzo motioned, seconded by Councilmember Melendez, to approve the item; the motion passed unanimously.

14. APPROVE SUBMISSION OF AN APPLICATION FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of an application for the California Governor's Office of Emergency Services (Cal OES) State and Local Cybersecurity 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.

Councilmember Alonzo motioned, seconded by Councilmember Melendez, to approve the item; the motion passed unanimously.

15. APPROVAL OF MINUTES: MARCH 11, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Alonzo motioned, seconded by Councilmember Melendez, to approve the item; the motion passed unanimously.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-21 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 25, 2026.

RECOMMENDATION: It is recommended that the City

1. Adopt Resolution No. 26-21 approving the Warrant Register dated March 25, 2026.

Councilmember Alonzo motioned, seconded by Councilmember Melendez, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Scarlet Peralta, Councilmember**

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on April 8, 2026, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.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, March 22, 2026, no later than 6:00 p.m.**



Kimberly Guillen, Director of City Clerk Services

Mayor Pro Tem Romero recognized National Medal of Honor Day and expressed remarks in honor of the occasion.

Mayor Tamayo adjourned the meeting at 10:08 p.m.

THE MINUTES OF MARCH 25, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF APRIL 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

- CITY OF MONTEBELLO FORECASTED AGENDA

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Al data center moratorium

MEETING DATE: 3/25/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Randi Kay **PHONE:** _____ (Optional)

ADDRESS: _____ (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

2



CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/25/26

TIME RECEIVED: 6:03 PM

SPEAKER'S FULL NAME: LORRAINE De Lao

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: 3/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: BILL ADELSSO **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Business Complaints
(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.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 03-25-2026 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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:** City favor

MEETING DATE: 3-25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosemary Torres **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Self

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☒ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: LEVAN PROTHERO **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: About Dangers made in Montebello

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosie Vasquez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/25/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Paul Hurtado **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/25/26 **TIME RECEIVED:** 6:40

SPEAKER'S FULL NAME: Denise Hagopian

PHO

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

(Optional)

NOTES: Regarding parking & Accident in Montebello Bldg

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.

Community Concern

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: _____ TIME RECEIVED: _____

SPEAKER'S FULL NAME: Anto B PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/25/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: James Santone **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.** 6

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. 6

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Bill Protesco

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

3



CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ANI MINASIAN **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. # 6

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Linda Dicks

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640

(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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.** 6

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** _____

MEETING DATE: 3-25-26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Jack Halpinian **PHONE:** _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Armenian Cultural Foundation

(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. 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.** 6

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MURAD MINASIAN **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 6

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

Marie Ledezma

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED:

No ☐

Yes ☐

Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

Rezoning of Golf Course

MEETING DATE: 3/25/26

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Victoria Castro

PHONE:

[REDACTED]

(Optional)

ADDRESS:

[REDACTED]

(Optional)

ORGANIZATION REPRESENTED:

Resident

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ AGENDA ITEM NO. 6

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: Please remove 4 parcels before you vote green spaces by golf course

MEETING DATE: 3/25 TIME RECEIVED: _____

SPEAKER'S FULL NAME: Corey Chappell PHONE: _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Community Families (not an organization)

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.** 6

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Mo Minasian **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Vivian Romero **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** Zone Changes

MEETING DATE: 3/25/20 **TIME RECEIVED:** 6:40

SPEAKER'S FULL NAME: Denise Hagopian **PHONE:** [REDACTED] (Optional)

ADDRESS: [REDACTED] (Optional)

ORGANIZATION REPRESENTED: self

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 50

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Anto B **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. 14



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: 3/25/20 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tenaya Maytorana **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. 165 ✓



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: Amelia **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. 16



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: 3/25/20

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Avery Acosta

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. 17



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: 3/25/20 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Clarissa Griego **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. 18 ✓



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: Daniela Vasquez **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: leos

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. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.**

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

Scout Hut

MEETING DATE:

3/25/26

TIME RECEIVED:

SPEAKER'S FULL NAME:

Michael Reyes

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Montebello Bldg

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Mike Reyes **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Mike - One Stop Graphics (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

City Council Meeting

3/25/26 - Agenda #6 Corey Chappell

AGREEMENT

Submitted for public Review

On this day of April, 1941, at the City of Montebello, California, between the undersigned, EDNA BICKNELL BAGG, a widow, and MARY E. CATES, a widow, hereinafter termed the Sellers, and the CITY OF MONTEBELLO, a municipal corporation, hereinafter termed the City,

THIS AGREEMENT made and entered into this 7th

day of April, 1941, by and between EDNA BICKNELL BAGG, a widow, and MARY E. CATES, a widow, hereinafter termed the Sellers, and the CITY OF MONTEBELLO, a municipal corporation, hereinafter termed the City,

W I T N E S S E T H :

THAT WHEREAS, the Sellers are the owners of the real property described as Lots A, B and C of Tract No. 10034 in the City of Montebello, comprising approximately 117 acres, which property is improved with a golf course, club house, water well and appurtenances, together with certain personal property located thereon, and are desirous of selling said property; and

WHEREAS, the City is desirous of keeping said golf course intact in order that it may continue to be available for much needed local recreational facilities and, with this in view, is willing to purchase said property providing that it can be acquired wholly out of revenues derived from such property; and

WHEREAS, the Sellers are willing to sell such property to the City on the basis heretofore mentioned, believing that the income therefrom under city management and without the burden of local taxes will be sufficient to enable the City to acquire, improve and operate such property wholly out of such revenues;

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained and of the benefits to result to each of the parties hereto, the undersigned hereby agree as follows:

- (1) The Sellers hereby agree to sell and the City

agrees to buy the above described property for the sum of Seventy-Eight Thousand Dollars (\$78,000.00) lawful money of the United States, with interest on deferred payments computed at the rate of five per cent (5%) per annum from the date hereof until paid, interest to be payable quarterly. The purchase price, with interest, is to be paid exclusively out of the net revenues derived by said City from the operation of the property.

(2) Title to the property shall be conveyed by quitclaim deed subject to all conditions, restrictions, reservations of record and to all incumbrances against the property, or any part thereof, and subject, also, to the rights of Thomas A. J. Hinch now occupying the property, or a portion thereof, under a month-to-month tenancy.

The sellers agree to execute and deliver said deed to the City upon the execution and approval of this agreement in the manner provided by law by the City Council. The City agrees to make application forthwith for the cancellation of general taxes by the County of Los Angeles and further agrees to cancel its own taxes, which are a lien on said property, and in so far as revenues from the operation of said property will permit, agrees to make all payments on Improvement Bonds now a lien on said property.

(3) The City agrees to create forthwith a special fund to be known as the "Golf Club Fund" and to deposit in said fund all revenues received from all operations conducted by said City on said premises, including revenues from rentals from any leases or concessions. The City agrees that all payments of principal and interest on account of the purchase price, all expenses of operation, improvement and maintenance of said property shall be paid exclusively out of said "Golf Club Fund".

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time when the*

City of Chicago
Report

(4) The City agrees to apply all of the net revenues derived from its operations on said property on account of the purchase price and agrees that on or before the twentieth day of each month to pay to Sellers the net revenues derived from said property during the preceding month. Concurrently with the monthly payments herein provided for, the City shall furnish to the sellers a detailed statement of operations for the period covered by said payment, which statement shall contain an itemized account of the gross revenue and expenses and all deductions from the gross revenue.

The City shall keep adequate books and records of all operations on said property and the sellers shall have the right at any reasonable time to inspect said records. The City shall be permitted to retain in said fund at all times as an operating fund an amount not to exceed the sum of Seventeen Hundred Dollars (\$1700.00).

(5) It is agreed that the obligation to pay the purchase price, with interest on deferred payments is not a general obligation of the City payable from taxes, or from its general funds, but only a special obligation payable exclusively from the "Golf Course Fund". It is further agreed that should the "Golf Course Fund" prove to be insufficient to pay all of the costs and expenses of acquiring said property and of operating, improving and maintaining the same that in no event may recourse be had against any other funds, taxes or sources of revenue of the City or is the City obligated directly or indirectly to feed the special fund from general funds or other revenues of the City. It is the intent of the parties hereto that said property shall be acquired, maintained and operated on a self-sustaining, self-liquidating basis.

(6) The City agrees to operate said premises in an efficient and economic manner and to continue operating said golf courses

interest has been fully paid. The City further agrees to maintain fire insurance, machinery insurance, public liability and workmen's compensation insurance covering its operations, which policies of insurance shall contain adequate loss payable clauses protecting the parties to this agreement as their interests hereunder from time to time shall appear. The Sellers reserve the right to approve the companies in which fire and machinery insurance policies are carried.

(7) The City agrees that the costs of operation of said property, including improvements, shall at no time exceed in any calendar year period an average of Seventeen Hundred Dollars (\$1700.00) per month, without the written consent of the Sellers first had and obtained.

(8) In the event that the net revenues paid to the Sellers by the City from the operation of the property shall, during any April 7 to October 7 period, or during any October 7 to April 7 period, be less than an average of Five Hundred Dollars (\$500.00) per month, the Sellers may, at their option, serve written notice upon the City declaring this agreement to be in default. Upon receipt of such notice the City shall have a period of ninety (90) days thereafter within which to either:

(a) Reconvey the above described property to Sellers in its entirety; or

(b) Pay off the balance due on the purchase price through resales by the City of portions of said property. No sales may be made of portions of said property without the written consent of the Sellers unless the amount to be derived therefrom is clearly sufficient to discharge the balance due Sellers, under this agreement, and is applied by the City for that purpose.

(9) The City agrees that until the full purchase price with interest has been paid, it will refrain from expending on said property any funds whatsoever which are derived from any source other than from revenues from said property and likewise agrees that until the full purchase of the property with interest has been paid to Sellers, it will not use any of the revenues from said property for any purpose other than for the use and benefit of said property, and for its acquisition, improvement, maintenance and operation.

(10) The City shall likewise have the option, at any time that it may so desire, to reconvey the property in its entirety to the Sellers and thereby relieve itself of any further obligations with respect thereto, in which event all payments made by it to the Sellers, together with all sums expended by it on said property shall be conclusively deemed to be the reasonable rental value of the property during the period of time that it was retained by the City pursuant to this agreement. Any and all improvements made thereon shall become the sole property of the Sellers in the event of a reconveyance by the City.

(11) The Sellers agree that upon the execution of this agreement and approval thereof by the City Council, they will deed to the City by quitclaim deed for park and recreation purposes the property in the City of Montebello described as Lots 342 to 355, inclusive, and Lots 357 to 384, inclusive, of Tract No. 10034, consisting of approximately sixteen (16) acres, which property shall be known as "Bicknell Park". It is agreed that the property shall be deeded to the City subject to a reversionary interest therein being retained by the Sellers whereunder if the property should cease to be utilized by the City for park and recreation purposes, it would revert to the Sellers. The City agrees to accept such deed and to operate

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CITY OF MONTBELLO
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such property for park and recreation purposes and to expend from time to time such public funds in the improving and maintenance thereof as in the judgment of the City Council are available for that purpose.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year herein first above written.

Edna Bicknell Bagg
EDNA BICKNELL BAGG

Mary E. Bates
MARY E. BATES

CITY OF MONTEBELLO

By C. W. Shaffer Mayor

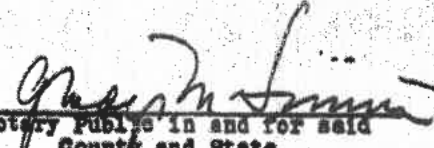
ATTEST:

Samuel W. Kames, Jr.
City Clerk, City of Montebello

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 7th day of April, 1941, before me, the undersigned, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared EDNA BICKNELL BAGG and MARY E. CATES, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

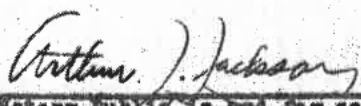
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public in and for said
County and State.

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 21st day of April, 1941, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. W. Shelley known to me to be the Mayor, and Samuel W. Kames Jr. known to me to be the City Clerk of the City of Montebello, the City that executed the within instrument, known to me to be the persons who executed the instrument on behalf of the City herein named, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public in and for said
County and State

My Comm. Exp. 1-1-42
My Comm. Exp. 1-1-42

Submitted for
Public Record
Montebello
City Council meeting
3/25/26
Agenda Item #6
by Corey Chappell

(9) The City agrees that until the full purchase price with interest has been paid, it will refrain from expending on said property any funds whatsoever which are derived from any source other than from revenues from said property and likewise agrees that until the full purchase of the property with interest has been paid to Sellers, it will not use any of the revenues from said property for any purpose other than for the use and benefit of said property, and for its acquisition, improvement, maintenance and operation.

(10) The City shall likewise have the option, at any time that it may so desire, to reconvey the property in its entirety to the Sellers and thereby relieve itself of any further obligations with respect thereto, in which event all payments made by it to the Sellers, together with all sums expended by it on said property shall be conclusively deemed to be the reasonable rental value of the property during the period of time that it was retained by the City pursuant to this agreement. Any and all improvements made thereon shall become the sole property of the Sellers in the event of a reconveyance by the City.

(11) The Sellers agree that upon the execution of this agreement and approval thereof by the City Council, they will deed to the City by quitclaim deed for park and recreation purposes the property in the City of Montebello described as Lots 342 to 355, inclusive, and Lots 357 to 364, inclusive, of Tract No. 10034, consisting of approximately sixteen (16) acres, which property shall be known as "Bicknell Park". It is agreed that the property shall be deeded to the City subject to a reversionary interest therein being retained by the Sellers whereunder if the property should cease to be utilized by the City for park and recreation purposes, it would revert to the Sellers. The City agrees to accept such deed and to operate

RECEIVED
CITY OF MONTEBELLO
MAR 28 1926

City of Montebello
140 N. 6th St.
Montebello, Calif.

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of April, 1941, by and between EDNA BICKNELL BAGO, a widow, and MARY E. CATES, a widow, hereinafter termed the Sellers, and the CITY OF MONTEBELLO, a municipal corporation, hereinafter termed the City,

WITNESSETH

THAT WHEREAS, the Sellers are the owners of the real property described as Lots A, B and C of Tract No. 10034 in the City of Montebello, comprising approximately 117 acres, which property is improved with a golf course, club house, water well and appurtenances, together with certain personal property located thereon, and are desirous of selling said property; and

WHEREAS, the City is desirous of keeping said golf course intact in order that it may continue to be available for much needed local recreational facilities and, with this in view, is willing to purchase said property providing that it can be acquired wholly out of revenues derived from such property; and

WHEREAS, the Sellers are willing to sell such property to the City on the basis heretofore mentioned, believing that the income therefrom under city management and without the burden of local taxes will be sufficient to enable the City to acquire, improve and operate such property wholly out of such revenues;

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained and of the benefits to result to each of the parties hereto, the undersigned hereby agree as follows:

- (1) The Sellers hereby agree to sell and the City

agrees to buy the above described property for the sum of Seventy-Eight Thousand Dollars (\$78,000.00) lawful money of the United States, with interest on deferred payments computed at the rate of five per cent (5%) per annum from the date hereof until paid, interest to be payable quarterly. The purchase price, with interest, is to be paid exclusively out of the net revenues derived by said City from the operation of the property.

(2) Title to the property shall be conveyed by quitclaim deed subject to all conditions, restrictions, reservations of record and to all incumbrances against the property, or any part thereof, and subject, also, to the rights of Thomas A. J. Hiseh now occupying the property, or a portion thereof, under a month-to-month tenancy.

The sellers agree to execute and deliver said deed to the City upon the execution and approval of this agreement in the manner provided by law by the City Council. The City agrees to make application forthwith for the cancellation of general taxes by the County of Los Angeles and further agrees to cancel its own taxes, which are a lien on said property, and in so far as revenues from the operation of said property will permit, agrees to make all payments on Improvement Bonds now a lien on said property.

(3) The City agrees to create forthwith a special fund to be known as the "Golf Club Fund" and to deposit in said fund all revenues received from all operations conducted by said City on said premises, including revenues from rentals from any leases or concessions. The City agrees that all payments of principal and interest on account of the purchase price, all expenses of operation, improvement and maintenance of said property shall be paid exclusively out of said "Golf Club Fund".

2

*the sum of the total
the value then the
and tax-deductible proceeds*

City of New York
County of New York

(4) The City agrees to apply all of the net revenues derived from its operations on said property on account of the purchase price and agrees that on or before the twentieth day of each month to pay to Sellers the net revenues derived from said property during the preceding month. Concurrently with the monthly payments herein provided for, the City shall furnish to the sellers a detailed statement of operations for the period covered by said payment, which statement shall contain an itemized account of the gross revenue and expenses and all deductions from the gross revenue.

The City shall keep adequate books and records of all operations on said property and the sellers shall have the right at any reasonable time to inspect said records. The City shall be permitted to retain in said fund at all times as an operating fund an amount not to exceed the sum of Seventeen Hundred Dollars (\$1700.00).

(5) It is agreed that the obligation to pay the purchase price, with interest on deferred payments is not a general obligation of the City payable from taxes, or from its general funds, but only a special obligation payable exclusively from the "Golf Course Fund". It is further agreed that should the "Golf Course Fund" prove to be insufficient to pay all of the costs and expenses of acquiring said property and of operating, improving and maintaining the same that in no event may recourse be had against any other funds, taxes or sources of revenue of the City or is the City obligated directly or indirectly to feed the special fund from general funds or other revenues of the City. It is the intent of the parties hereto that said property shall be acquired, maintained and operated on a self-sustaining, self-liquidating basis.

(6) The City agrees to operate said premises in an efficient and economic manner and to continue operating said golf course.

at no particular
time when the
will have been and proceeds

as a municipal golf course until the purchase price with interest has been fully paid. The City further agrees to maintain fire insurance, machinery insurance, public liability and workmen's compensation insurance covering its operations, which policies of insurance shall contain adequate loss payable clauses protecting the parties to this agreement as their interests hereunder from time to time shall appear. The Sellers reserve the right to approve the companies in which fire and machinery insurance policies are carried.

(7) The City agrees that the costs of operation of said property, including improvements, shall at no time exceed in any calendar year period an average of Seventeen Hundred Dollars (\$1700.00) per month, without the written consent of the Sellers first had and obtained.

(8) In the event that the net revenues paid to the Sellers by the City from the operation of the property shall, during any April 7 to October 7 period, or during any October 7 to April 7 period, be less than an average of Five Hundred Dollars (\$500.00) per month, the Sellers may, at their option, serve written notice upon the City declaring this agreement to be in default. Upon receipt of such notice the City shall have a period of ninety (90) days thereafter within which to either:

(a) Reconvey the above described property to Sellers in its entirety; or

(b) Pay off the balance due on the purchase price through sales by the City of portions of said property. No sales may be made of portions of said property without the written consent of the Sellers unless the amount to be derived therefrom is

clearly sufficient to discharge the balance due Sellers, under this agreement, and is applied by the City for that purpose.

such property for park and recreation purposes and to expend from time to time such public funds in the improving and maintenance thereof as in the judgment of the City Council are available for that purpose.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year herein first above written.

Edna Bicknell Bagg
EDNA BICKNELL BAGG

Mary E. Bates
MARY E. BATES

CITY OF MONTEBELLO

By C. W. Shelley Mayor

ATTEST:

Samuel W. Larnes, Jr.
City Clerk, City of Montebello

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 7th day of April, 1941, before me, the undersigned, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared EDNA BICKNELL BAGO and MARY E. CATES, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public in and for said
County and State.

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 21st day of April, 1941, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. H. Shelley known to me to be the Mayor, and Samuel W. Kanes Jr. known to me to be the City Clerk of the City of Montebello, the City that executed the within instrument, known to me to be the persons who executed the instrument on behalf of the City herein named, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public in and for said
County and State

My Comm. Exp. 12-31-42
My Comm. Exp. 12-31-42



ITEM # 16

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-23 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED APRIL 8, 2026**

RESOLUTION NO 26-23
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.1609, consisting of 9 pages, and including:

Warrant No.

General: Check No. 610437 through 610594
ACH No. 10523 through 10662
Successor Check No. 1545

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 8th OF APRIL 2026.

Georgina Tamayo, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 26-23

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-23 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 8TH day of April 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. 1609
From Payment Date 03/13/26 - To Payment Date 03/26/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
10523	03/19/2026	\$4,995.41	TRAINING	3163	BANK OF AMERICA
10524	03/19/2026	\$62.12	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
10525	03/19/2026	\$40.77	SUPPLIES	3163	BANK OF AMERICA
10526	03/19/2026	\$120.58	SUPPLIES	3163	BANK OF AMERICA
10527	03/19/2026	\$600.97	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
10528	03/19/2026	\$225.00	TRAINING	3163	BANK OF AMERICA
10529	03/19/2026	\$4,262.49	SUPPLIES	3163	BANK OF AMERICA
10530	03/19/2026	\$1,962.44	SUPPLIES	3163	BANK OF AMERICA
10531	03/19/2026	\$7,300.31	UNIFORM EXPENSE	3163	BANK OF AMERICA
10532	03/19/2026	\$540.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10533	03/19/2026	\$4,711.56	TRAINING	3163	BANK OF AMERICA
10534	03/19/2026	\$4,021.23	SUPPLIES	3163	BANK OF AMERICA
10535	03/19/2026	\$1,084.96	SUPPLIES	3163	BANK OF AMERICA
10536	03/19/2026	\$9,623.54	TRAINING	3163	BANK OF AMERICA
10537	03/19/2026	\$3,795.95	SUPPLIES	3163	BANK OF AMERICA
10538	03/19/2026	\$3,944.38	SUPPLIES	3163	BANK OF AMERICA
10539	03/19/2026	\$2,519.50	SUPPLIES	3163	BANK OF AMERICA
10540	03/19/2026	\$5,139.49	TRAINING	3163	BANK OF AMERICA
10541	03/19/2026	\$546.20	SUPPLIES	3163	BANK OF AMERICA
10542	03/19/2026	\$1,557.06	SUPPLIES	3163	BANK OF AMERICA
10543	03/19/2026	\$503.66	SUPPLIES	3163	BANK OF AMERICA
10544	03/19/2026	\$598.10	SUPPLIES	3163	BANK OF AMERICA
10545	03/19/2026	\$587.90	SUPPLIES	3163	BANK OF AMERICA
10546	03/19/2026	\$109.71	SUPPLIES	3163	BANK OF AMERICA
10547	03/19/2026	\$2,229.11	TRAINING	3163	BANK OF AMERICA
10548	03/19/2026	\$516.55	SUPPLIES	3163	BANK OF AMERICA
10549	03/19/2026	\$272.77	SUPPLIES	3163	BANK OF AMERICA
10550	03/19/2026	\$344.18	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10551	03/19/2026	\$102.34	SUPPLIES	3163	BANK OF AMERICA
10552	03/19/2026	\$381.47	SUPPLIES	3163	BANK OF AMERICA
10553	03/19/2026	\$101.97	TRAINING	3163	BANK OF AMERICA
10554	03/19/2026	\$125.76	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
10555	03/19/2026	\$355.01	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
10556	03/19/2026	\$686,209.86	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
10557	03/19/2026	\$3,665.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
10558	03/19/2026	\$3,752.12	RETIREMENT	58990	VISION SERVICE PLAN



City of Montebello
Register of Demands No. 1609
From Payment Date 03/13/26 - To Payment Date 03/26/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
10559	03/19/2026	\$4,358.49	FRINGE BENEFITS	58990	VISION SERVICE PLAN
10560	03/19/2026	\$58,644.57	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
10561	03/19/2026	\$11,971.12	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
10562	03/19/2026	\$5,953.73	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
10563	03/19/2026	\$5,173.34	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
10564	03/19/2026	\$30.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
10565	03/19/2026	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
10566	03/19/2026	\$800.00	CONTRACT SERVICES	2365	LETICIA TORRES
10567	03/19/2026	\$145,417.60	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
10568	03/19/2026	\$40.00	CARPOOL INCENTIVE	4827	RIJUL BHASKAR
10569	03/19/2026	\$6,812.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
10570	03/19/2026	\$40.00	CARPOOL INCENTIVE	29020	RAFAEL DE LA TORRE
10571	03/19/2026	\$1,096.52	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
10572	03/19/2026	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
10573	03/19/2026	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
10574	03/19/2026	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
10575	03/19/2026	\$1,135.53	SUPPLIES	2059	HASA INC
10576	03/19/2026	\$2,034.61	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
10577	03/19/2026	\$6,120.16	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
10578	03/19/2026	\$4,096.00	CONTRACT SERVICES	2793	IBE DIGITAL
10579	03/19/2026	\$11,593.69	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
10580	03/19/2026	\$800.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
10581	03/19/2026	\$40.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
10582	03/19/2026	\$6,920.08	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
10583	03/19/2026	\$5,502.49	SUPPLIES	26670	LIFE-ASSIST INC
10584	03/19/2026	\$12,500.00	CONTRACT SERVICES	4931	LINCOLN CONCEPTS
10585	03/19/2026	\$30.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
10586	03/19/2026	\$3,653.75	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
10587	03/19/2026	\$525.00	UNION DUES	64800	MONTEBELLO POLICE MANAGEMENT ASSOCIATION
10588	03/19/2026	\$4,849.98	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
10589	03/19/2026	\$576.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
10590	03/19/2026	\$14,262.80	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
10591	03/19/2026	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
10592	03/19/2026	\$3,233.19	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
10593	03/19/2026	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
10594	03/19/2026	\$2,019.00	EDUCATION REIMBURSEMENT	3291	JOSEPH PALOMBI
10595	03/19/2026	\$20.00	CARPOOL INCENTIVE	3198	SUSAN PEEBLES



City of Montebello
Register of Demands No. 1609
From Payment Date 03/13/26 - To Payment Date 03/26/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
10596	03/19/2026	\$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
10597	03/19/2026	\$367.75	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
10598	03/19/2026	\$3,111.79	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
10599	03/19/2026	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
10600	03/19/2026	\$20.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
10601	03/19/2026	\$238.34	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
10602	03/19/2026	\$347.43	TRAVEL & MEETINGS	3610	SARBJEET SINGH
10603	03/19/2026	\$20.00	CARPOOL INCENTIVE	4109	ISELA SIORDIA
10604	03/19/2026	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
10605	03/19/2026	\$90.74	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
10606	03/19/2026	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
10607	03/19/2026	\$996.69	SUPPLIES	3110	TOMAS ALVARADO
10608	03/19/2026	\$272.83	SUPPLIES	45120	ULINE INC
10609	03/19/2026	\$62.18	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
10610	03/19/2026	\$1,309.43	SUPPLIES	3088	WAXIE SANITARY SUPPLY
10611	03/26/2026	\$750.00	SUPPLIES	3163	BANK OF AMERICA
10612	03/26/2026	\$30.83	SUPPLIES	3163	BANK OF AMERICA
10613	03/26/2026	\$569.14	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
10614	03/26/2026	\$2,157.63	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10615	03/26/2026	\$151.75	PERMITS AND FEES	3163	BANK OF AMERICA
10616	03/26/2026	\$825.63	SUPPLIES	3163	BANK OF AMERICA
10617	03/26/2026	\$20.00	SUPPLIES	3163	BANK OF AMERICA
10618	03/26/2026	\$4,105.79	SUPPLIES	3163	BANK OF AMERICA
10619	03/26/2026	\$1,639.63	SUPPLIES	3163	BANK OF AMERICA
10620	03/26/2026	\$598.54	SUPPLIES	3163	BANK OF AMERICA
10621	03/26/2026	\$1,998.09	SUPPLIES	3163	BANK OF AMERICA
10622	03/26/2026	\$330.55	SUPPLIES	3163	BANK OF AMERICA
10623	03/26/2026	\$1,329.98	FUEL	3163	BANK OF AMERICA
10624	03/26/2026	\$10.00	SUPPLIES	3163	BANK OF AMERICA
10625	03/26/2026	\$4,761.49	SUPPLIES	3163	BANK OF AMERICA
10626	03/26/2026	\$3,201.37	SUPPLIES	3163	BANK OF AMERICA
10627	03/26/2026	\$1,628.63	CONTRACT SERVICES	3163	BANK OF AMERICA
10628	03/26/2026	\$216.08	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10629	03/26/2026	\$51.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10630	03/26/2026	\$344.81	SUPPLIES	3163	BANK OF AMERICA
10631	03/26/2026	\$374.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
10632	03/26/2026	\$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN



City of Montebello
Register of Demands No. 1609
From Payment Date 03/13/26 - To Payment Date 03/26/26

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
10633	03/26/2026	\$940.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
10634	03/26/2026	\$1,563.47	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
10635	03/26/2026	\$3,363.97	CONTRACT SERVICES	4773	A&D SIGNS CORP
10636	03/26/2026	\$9,390.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
10637	03/26/2026	\$6,992.44	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
10638	03/26/2026	\$23,866.75	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
10639	03/26/2026	\$70,276.24	CONTRACT SERVICES	3016	ANTARES GOLF LLC
10640	03/26/2026	\$391,367.50	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	2239	CEM CONSTRUCTION CORP
10641	03/26/2026	\$4,014.71	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
10642	03/26/2026	\$2,000.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
10643	03/26/2026	\$6,803.00	CONTRACT SERVICES	2624	CRAFCO INC
10644	03/26/2026	\$4,723.84	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
10645	03/26/2026	\$688.84	SUPPLIES	2059	HASA INC
10646	03/26/2026	\$700.00	CONTRACT SERVICES	4774	CATHERIN PARRA HAYNES DBA FRANKLIN HAYNES MARIONETTES
10647	03/26/2026	\$5,377.85	CONTRACT SERVICES	15070	LEXIPOL LLC
10648	03/26/2026	\$5,440.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
10649	03/26/2026	\$83,690.06	CONTRACT SERVICES	5133	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE
10650	03/26/2026	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
10651	03/26/2026	\$872.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
10652	03/26/2026	\$1,485.72	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
10653	03/26/2026	\$10,780.00	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
10654	03/26/2026	\$398.85	TRAVEL & MEETINGS	3584	BRENDA RODRIGUEZ
10655	03/26/2026	\$115.24	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
10656	03/26/2026	\$115,341.67	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	3908	SOUTHERN CALIFORNIA PRECISION CONCRETE, INC.
10657	03/26/2026	\$1,049.51	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
10658	03/26/2026	\$20,833.33	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
10659	03/26/2026	\$8,531.24	FURNITURE & FIXTURES PURCHASES	45120	ULINE INC
10660	03/26/2026	\$86.88	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
10661	03/26/2026	\$4,349.34	SUPPLIES	3088	WAXIE SANITARY SUPPLY
10662	03/26/2026	\$200.00	CONTRACT SERVICES	328	WRITER ANNE COMMUNICATIONS
	ACH TOTAL	\$1,897,540.28			
610437	03/19/2026	\$11,690.50	MACHINERY & EQUIPMENTS	1720	PLANETBIDS, LLC
610438	03/19/2026	\$2,099.00	ADVERTISING/PRINTING SERVICES	3492	DP TRADING
610439	03/19/2026	\$28,245.87	CONTRACT SERVICES	4686	A.O. REED & CO LLC
610440	03/19/2026	\$28,407.40	CONTRACT SERVICES	4776	ADMINSURE INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
610441	03/19/2026	\$394,596.75	IMPROVEMENTS OTHER THAN BUILDING	199	ALL AMERICAN ASPHALT
610442	03/19/2026	\$40.00	CARPOOL INCENTIVE	5277	JAIME ALMEIDA-SOTOMAYOR
610443	03/19/2026	\$0.00	UTILITY SERVICES	39550	AT&T
610444	03/19/2026	\$10,510.05	UTILITY SERVICES	39550	AT&T
610445	03/19/2026	\$42.74	UTILITY SERVICES	39550	AT&T
610446	03/19/2026	\$2,486.95	SUPPLIES	4873	ATLAS COMMERCIAL PRODUCTS DBA EVENTSTABLE
610447	03/19/2026	\$37.12	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
610448	03/19/2026	\$128,211.61	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
610449	03/19/2026	\$3,544.00	SUPPLIES	3121	C & O MFG
610450	03/19/2026	\$230.21	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
610451	03/19/2026	\$37,901.19	VEHICLE PURCHASES	5115	CART MART INC.
610452	03/19/2026	\$7,000.00	CONTRACT SERVICES	4833	CENTER FOR TRANSPORTATION AND THE ENVIRONMENT INC
610453	03/19/2026	\$4,037.35	SUPPLIES	5252	CENTURY, LLC
610454	03/19/2026	\$21.19	UTILITY SERVICES	36610	CITY OF PICO RIVERA
610455	03/19/2026	\$14,902.21	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
610456	03/19/2026	\$5,375.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
610457	03/19/2026	\$108,073.59	VEHICLE MAINTENANCE/EXPENSES	69970	COMMLINE INC
610458	03/19/2026	\$1,817.32	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
610459	03/19/2026	\$14,472.15	CONTRACT SERVICES	4846	CWE
610460	03/19/2026	\$69,939.95	IMPROVEMENTS OTHER THAN BUILDING	5206	ELECNR BELCO ELECTRIC, INC.
610461	03/19/2026	\$5,442.13	MACHINERY & EQUIPMENTS	5345	EVERGREEN TRADE, INC. DBA CALIFORNIA MEDICAL EQUIPMENT
610462	03/19/2026	\$27.14	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION
610463	03/19/2026	\$168.60	EDUCATION REIMBURSEMENT	4447	YVETTE FERNANDEZ
610464	03/19/2026	\$6,256.20	CONTRACT SERVICES	2827	FOUR STAR INVESTIGATIONS, LLC
610465	03/19/2026	\$1,465.45	UNIFORM EXPENSE	55650	GALLS LLC
610466	03/19/2026	\$2,944.37	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
610467	03/19/2026	\$1,722.47	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY INC
610468	03/19/2026	\$1,188.60	VEHICLE MAINTENANCE/EXPENSES	33460	GOODYEAR TIRE & RUBBER COMPANY
610469	03/19/2026	\$359.63	TRAINING	3528	ESTEFANIA HERNANDEZ
610470	03/19/2026	\$20.00	CARPOOL INCENTIVE	5008	LAURIE HERNANDEZ
610471	03/19/2026	\$12.44	CONTRACT SERVICES	4933	HIRSCH PIPE & SUPPLY CO INC
610472	03/19/2026	\$32,400.00	CONTRACT SERVICES	5289	INSIGHT STRATEGIES, INC.
610473	03/19/2026	\$2,500.32	CONTRACT SERVICES	5199	INTANGLES USA INC
610474	03/19/2026	\$1,789.00	CONTRACT SERVICES	5198	ION SECURITY & FIRE SYSTEMS INC.
610475	03/19/2026	\$4,489.14	MACHINERY & EQUIPMENTS	993	IVA SOLUTIONS INC
610476	03/19/2026	\$11,250.00	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
610477	03/19/2026	\$390.00	CONTRACT SERVICES	3572	JIM WARINO



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610478	03/19/2026	\$750.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
610479	03/19/2026	\$12,028.00	IMPROVEMENTS OTHER THAN BUILDING	3716	KOA CORPORATION
610480	03/19/2026	\$425.00	EDUCATION REIMBURSEMENT	5326	DIEGO LUCAS
610481	03/19/2026	\$96.00	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
610482	03/19/2026	\$56,518.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES INC
610483	03/19/2026	\$800.00	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
610484	03/19/2026	\$990.82	TRAVEL & MEETINGS	790	CITY OF MONTEBELLO PETTY CASH
610485	03/19/2026	\$310.00	GENERAL GOVERNMENT	1994	VIRGINIA MORENO
610486	03/19/2026	\$5,754.47	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
610487	03/19/2026	\$6,398.75	CONTRACT SERVICES	5280	NATIONAL HOSE TESTING SPECIALTIES, INC.
610488	03/19/2026	\$4,410.00	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
610489	03/19/2026	\$375.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
610490	03/19/2026	\$336.69	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
610491	03/19/2026	\$1,740.70	SUPPLIES	15620	OFFICE DEPOT INC
610492	03/19/2026	\$559.00	TRAVEL & MEETINGS	5380	JOHN PAPADAKIS
610493	03/19/2026	\$40.00	CARPPOOL INCENTIVE	5274	BRIAN PEREZ
610494	03/19/2026	\$20.00	CARPPOOL INCENTIVE	5191	JILLIAN PICADO
610495	03/19/2026	\$706.00	CONTRACTORS	5376	FERNANDO REYNA
610496	03/19/2026	\$50.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
610497	03/19/2026	\$900.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
610498	03/19/2026	\$3,564.00	TRAINING	2459	OSHEL ROMERO
610499	03/19/2026	\$8,469.47	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
610500	03/19/2026	\$7,518.33	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
610501	03/19/2026	\$1,079.01	CONTRACT SERVICES	5186	SECURE-A-DOOR
610502	03/19/2026	\$1,757.57	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
610503	03/19/2026	\$640.00	TRAVEL & MEETINGS	3456	JOHN SORIA
610504	03/19/2026	\$5,755.71	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
610505	03/19/2026	\$12,364.92	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
610506	03/19/2026	\$920.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
610507	03/19/2026	\$264.66	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
610508	03/19/2026	\$750.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
610509	03/19/2026	\$734.83	SUPPLIES	2573	TELEFLEX LLC
610510	03/19/2026	\$3,815.49	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
610511	03/19/2026	\$17,025.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
610512	03/19/2026	\$2,455.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
610513	03/19/2026	\$34,311.40	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
610514	03/19/2026	\$40.00	CARPPOOL INCENTIVE	4781	TAM TIEU



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610515	03/19/2026	\$7,608.00	CONTRACT SERVICES	4356	TRUIVIEW BSI, LLC
610516	03/19/2026	\$2,232.00	CONTRACT SERVICES	5322	TURBO DATA SYSTEMS, INC.
610517	03/19/2026	\$5,146.66	CONTRACT SERVICES	20070	UC REGENTS
610518	03/19/2026	\$688.59	CONTRACT SERVICES	3042	UNITED RENTALS (NORTH AMERICA) INC
610519	03/19/2026	\$47,528.79	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
610520	03/19/2026	\$3,737.28	UTILITY SERVICES	72570	US TELEPACIFIC CORP
610521	03/19/2026	\$5,315.06	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
610522	03/19/2026	\$30.00	CARPPOOL INCENTIVE	5038	JESSIE WOO
610523	03/19/2026	\$161.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
610524	03/19/2026	\$2,311.63	UTILITY SERVICES	39550	AT&T
610525	03/19/2026	\$63.52	UTILITY SERVICES	39550	AT&T
610526	03/26/2026	\$225.00	CONTRACT SERVICES	1674	1st JON INC
610527	03/26/2026	\$70.00	CONTRACTORS	5386	RAUL ALFARO
610528	03/26/2026	\$450.00	CONTRACT SERVICES	2853	ALTERNATIVE FUEL SOLUTIONS
610529	03/26/2026	\$2,267.68	UTILITY SERVICES	38380	AT&T
610530	03/26/2026	\$10,260.10	UTILITY SERVICES	39550	AT&T
610531	03/26/2026	\$61.60	UTILITY SERVICES	39550	AT&T
610532	03/26/2026	\$4,051.74	UTILITY SERVICES	1732	AT&T CORP
610533	03/26/2026	\$3,957.98	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
610534	03/26/2026	\$17,204.85	MACHINERY & EQUIPMENTS	5335	BAUER COMPRESSORS, INC.
610535	03/26/2026	\$713.26	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
610536	03/26/2026	\$773.76	SUPPLIES	409	CARAVAN CANOPY INTL INC
610537	03/26/2026	\$131.85	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
610538	03/26/2026	\$1,200.00	TRAVEL & MEETINGS	803	CITY OF CULVER CITY ATTN: NESTOR DUCREUX
610539	03/26/2026	\$14,630.31	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
610540	03/26/2026	\$4,002.60	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
610541	03/26/2026	\$6,150.00	CONTRACT SERVICES	3879	CRIME SCENE STERI-CLEAN LLC DBA DIGNIFIED BIO-CLEANING
610542	03/26/2026	\$5,563.10	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
610543	03/26/2026	\$1,255.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
610544	03/26/2026	\$804.32	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
610545	03/26/2026	\$43,469.20	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
610546	03/26/2026	\$200.00	CONTRACT SERVICES	2709	ERNEST PERALTA
610547	03/26/2026	\$10,078.55	MACHINERY & EQUIPMENTS	1168	EVERBRIDGE INC
610548	03/26/2026	\$24.97	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION
610549	03/26/2026	\$2,172.00	CONTRACT SERVICES	5362	FIRST PLACE GLASS WINDOWS & DOORS DBA JOSHUA'S WINDOWS & DOORS
610550	03/26/2026	\$127.08	CONTRACT SERVICES	5256	FLOWATER, INC.
610551	03/26/2026	\$2,084.02	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO



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610552	03/26/2026	\$7.53	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
610553	03/26/2026	\$1,097.39	VEHICLE MAINTENANCE/EXPENSES	3914	GRAFIX SYSTEMS
610554	03/26/2026	\$3,685.00	SUPPLIES	5379	GREAT WESTERN INSTALLATIONS, INC.
610555	03/26/2026	\$74,732.00	BUILDING IMPROVEMENTS	4196	HERRERAS COATING RESTORACION INC
610556	03/26/2026	\$7,243.75	VEHICLE MAINTENANCE/EXPENSES	5357	INNOVATIVE SIGNS & DESIGNS, LLC
610557	03/26/2026	\$1,000.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES
610558	03/26/2026	\$840.00	CONTRACT SERVICES	5006	LILIANA FUENTES DBA HAPPY FACES & BALLOON ART
610559	03/26/2026	\$1,894.37	CONTRACT SERVICES	4355	LM INVESTIGATIONS LLC
610560	03/26/2026	\$108.00	SUPPLIES	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
610561	03/26/2026	\$8,531.46	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
610562	03/26/2026	\$3,627.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
610563	03/26/2026	\$1,505.83	CONTRACT SERVICES	5383	MANCINO DOOR & WINDOW, INC.
610564	03/26/2026	\$884.00	CONTRACT SERVICES	3429	MIGUEL SALMERON
610565	03/26/2026	\$1,120.04	SUPPLIES	66340	BENNELLI LLC
610566	03/26/2026	\$23,722.85	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP DBA: AMTECH ELEVATOR SERVICES
610567	03/26/2026	\$989.00	DUES & SUBSCRIPTIONS	5385	GUIFANG PAN
610568	03/26/2026	\$102,965.70	CONTRACT SERVICES	5233	PlayCore Wisconsin, Inc. DBA GameTime
610569	03/26/2026	\$4,550.00	CONTRACT SERVICES	4402	PREMIER WALL SYSTEMS INC
610570	03/26/2026	\$790.00	GENERAL GOVERNMENT	5389	VIRGINIA RAMIREZ
610571	03/26/2026	\$260.00	CONTRACT SERVICES	4952	DEBORAH LYNN RIVERA
610572	03/26/2026	\$1,200.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
610573	03/26/2026	\$812.00	DUES & SUBSCRIPTIONS	5384	ROYAL PAPER BOX CO. OF CALIFORNIA
610574	03/26/2026	\$25.76	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
610575	03/26/2026	\$376.30	TRAINING	5391	CINDY SAPIEN
610576	03/26/2026	\$1,476.73	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
610577	03/26/2026	\$1,900.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
610578	03/26/2026	\$37,000.00	MACHINERY & EQUIPMENTS	3583	SHOCKWAVE ELECTRIC INC
610579	03/26/2026	\$11,662.37	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
610580	03/26/2026	\$14,719.40	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
610581	03/26/2026	\$480.00	CONTRACT SERVICES	4925	SOUTHSTAR ENGINEERING & CONSULTING INC
610582	03/26/2026	\$425.00	CONTRACT SERVICES	4520	STARBIANO LLC
610583	03/26/2026	\$211.00	TRAINING	4788	YEN SY
610584	03/26/2026	\$10,803.40	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
610585	03/26/2026	\$9,294.91	FUEL	4844	THE JANKOVICH COMPANY LLC
610586	03/26/2026	\$80,759.58	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
610587	03/26/2026	\$20,766.19	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
610588	03/26/2026	\$6,800.00	MACHINERY & EQUIPMENTS	3931	VERITONE, INC.



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610589	03/26/2026	\$5,276.38	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
610590	03/26/2026	\$57,258.40	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
610591	03/26/2026	\$4,612.68	SUPPLIES	67320	WINZER
610592	03/26/2026	\$16,488.71	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
610593	03/26/2026	\$34,937.07	CONTRACT SERVICES	3731	YUNEX LLC
610594	03/26/2026	\$4,730.00	TRAVEL & MEETINGS	5350	PEDRO PEREZ JR.
CHECK TOTAL		\$1,909,103.26			
1545	03/19/2026	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
SUCCESSOR TOTAL		\$2,255.00			
GRAND TOTAL		\$3,808,898.54			



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 - April

April 22, 2026 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month - Lorena Pizana	Presentation	Public Affairs	David S.
	Public hearing Pursuant to Government Code Section 3502.3 Concerning Vacancies and Recruitment and Retention Center	Public Hearing	HR	Ramon F.
	Approve Amendment No. 1 to Agreement No. 4282 with Townsend Public Affairs Inc. to Modify the Compensation Structure for Grant Writing Services	Consent	Admin	Angelica P.
	Approve Modifications to the Table of Organization to implement a Reorganization of the Public Safety Administrative Staffing Structure within the Fire and Police Departments	Consent	Admin	Angelica P.
	Second Reading of Ordinance No. 2487, 2488, 2489, and 2490 Amending Provisions of Title 17 (Zoning) of the City of Montebello Municipal Code, Related to Mixed-Use Development Standards, Objective Design Standards for Residential and Mixed-Use Development Standards, and Site Plan Review Standards	Consent	Planning	Joe P.
	Minutes	Consent.	Admin	Angelica P.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.