

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, JANUARY 8, 2020
5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Interim Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Arlene Salazar
Fernando Pelaez
Brad Keller
Robert Mescher
Joseph Palombi
Danilo Batson
David Sosnowski
Tom Barrio

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Melendez**
- 2. ROLL CALL: City Clerk I. Barajas**

¹ *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II1203). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.*

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of Closed Session items.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION - 5:30 P.M.

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

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: 901 Via San Clemente, Montebello, CA

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: Transports

Under Negotiation: Price and Terms

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

City of Montebello v. All Persons Interested, L.A.S.C. Case No. BC713533

REGULAR SESSION – 6:30 P.M.

6. INVOCATION

PLEDGE OF ALLEGIANCE

7. PRESENTATIONS

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Members of the public interested in addressing the City Council on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning Oral communications. A form does not need to be submitted for public hearing items.

Speakers wishing to address the City Council on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been considered.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

11. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

- 12. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of any item which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

CONSENT MATTERS (13-21)

13. APPROVAL OF VESTING TENTATIVE TRACT MAP NO. 82724 AND SITE PLAN REVIEW 01-19, MONTEBELLO HILLS SPECIFIC PLAN PROJECT (TOLL BROTHERS/SENTINEL PEAK RESOURCES)

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Determine and find that this action is consistent with the previously certified Environmental Impact Report for the Montebello Hills Specific Plan Project and, therefore, exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt exempting residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083.3(a) and (b);
- 2) Adopt the resolution approving Vesting Tentative Tract Map No. 82724 the "B" Map – Phase A;
- 3) Adopt the Resolution approving Site Plan Review 01-19.

14. AWARD A CONTRACT TO RAINTEK ENTERPRISES INC., MAXIMO CONFIGURATION AND CUSTOMIZATION FOR BID NO. (19-21)

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Award a contract to Raintek Enterprises, Inc. for Maximo Configuration and Customization for a total cost not to exceed **three hundred sixty thousand, five-hundred ninety dollars and no cents** (\$360,590); and
- 2) Authorize the City Manager to execute a Contract on behalf of the City; and
- 3) Adopt Resolution appropriating \$280,456 unassigned Transit fund balance to fund the cost of this project.

15. AWARD A CONTRACT TO PSI REPAIR SERVICES, SIEMENS MONO AND DUAL INVERTER FOR BID NO. (Q-19-40)

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Award a contract to PSI Repair Services, Inc., to rebuild sixteen (16) Siemens Mono Inverters at an estimated cost of \$5,850 each and four (4) Dual Inverters at an estimated cost of \$7,500 for a total project cost not to exceed **one hundred twenty three thousand, six hundred dollars and no cents** (\$123,600); and

- 2) Authorize the City Manager to execute a contract on behalf of the City.

16. STATE AUDIT REVIEW – QUARTERLY REPORT

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) It is recommended that the City Council receive and file the State Audit Corrective Action Plan Update and Progress Report.

17. APPROVAL TO ENTER INTO A CITYWIDE PRINTING SERVICES SOFTWARE ACQUISITION AND EQUIPMENT LEASE AGREEMENT

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt a Resolution to authorize the City Manager to negotiate and execute a lease agreement and maintenance agreement with IBE Digital for the replacement of our current printers and printing software for an amount not to exceed \$6,383.20 per month, plus the price per printed page, for a term not to exceed 60 months.

18. COUNCIL ASSIGNMENTS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Move that the City Council take action to fill assignments, and/or direct staff to make any other changes that the City Council may desire.

19. SECOND READING AND ADOPTION: ORDINANCE APPROVING GENERAL PLAN AMENDMENT NO. GPA 02-19 AND ZONE CHANGE NO. ZC 02-19 AMENDING THE GENERAL PLAN LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO BOULEVARD COMMERCIAL AND THE ZONING MAP FROM R-1 SINGLE FAMILY TO C-R COMMERCIAL RESTRICTED FOR THE PROPERTY LOCATED AT 429 NORTH MONTEBELLO BOULEVARD

RECOMMENDED ACTION: It is recommended that the City Council conduct a Second Reading of and adopt a Draft Ordinance that would:

- (1) Amend the General Plan Amendment (GPA 02-19) to change the land use designation from Low Density Residential to Boulevard Commercial for the property located at 429 N. Montebello Blvd., Montebello, California 90640 (the “Subject Property”); and
- 2) Approve a Zone Change (ZC 02-19) and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone of the Subject Property;

20. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

21. COUNCILMEMBER JIMENEZ

None.

22. COUNCILMEMBER TORRES

- a. Increasing waste bins on Greenwood Boulevard near Mines.
- b. Policy regarding proper use of social media during council meetings.
- c. Policy regarding conduct, civility, and rules of decorum.
- d. Corrections and comments regarding Mr. Hadjinian's statements as outgoing Mayor.
- e. Request for monthly report regarding YTD spending in relation to budget.

23. COUNCILMEMBER HADJINIAN

None.

24. MAYOR PRO TEM COBOS-CAWTHORNE

Update on SEAACA matters.

25. MAYOR MELENDEZ

Council comments.

ADJOURNMENT

NOTES

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Renē Bobadilla, City Manager

BY: Joseph Palombi, Acting Director of Planning and Community Development
John W. Lam, Deputy City Attorney

SUBJECT: Approval of Vesting Tentative Tract Map No. 82724 and Site Plan Review 01-19, Montebello Hills Specific Plan Project (Toll Brothers/Sentinel Peak Resources)

DATE: January 8, 2020

RECOMMENDATION

It is recommended that the City Council conduct a public hearing and take the following actions:

1. DETERMINE and FIND that this action is consistent with the previously certified Environmental Impact Report for the Montebello Hills Specific Plan Project and, therefore, exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt exempting residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083.3(a) and (b);
2. ADOPT the resolution approving Vesting Tentative Tract Map No. 82724 the "B" Map – Phase A;
3. ADOPT the Resolution approving Site Plan Review 01-19.

BACKGROUND

In 2015, the City of Montebello (the "City") approved the Montebello Hills Specific Plan ("Specific Plan") for the development of a master planned residential community on the Montebello Hills Property (the "Project"). The Specific Plan is a comprehensive plan for development of up to 1,200 residential dwelling units on approximately 174 acres of an overall larger area of approximately 488 acres. The Project consists of combination of residential development, public and private parks, and 343 combined acres of open space, 263.2 acres of which will be dedicated as habitat reserve for the California Gnatcatcher. ("Gnatcatcher").

Following approval in 2015, the opponents challenged the Project in court where the Project was litigated before the Superior Court and Courts of Appeal levels for nearly three (3) years. At each level, the courts found that the Project complied with CEQA, the Brown Act, and was consistent with the City's General Plan and California Planning and Zoning Laws.

On July 10, 2019, the City of Montebello ("City") approved the Final "A" Map for Vesting Tentative Tract Map ("VTTM") No. 70420 (commonly referred to as an "A" level subdivision map or the "A-Map") subdividing the Montebello Hills Specific Plan Project area into 78 larger lots. As contemplated in the Specific Plan and the A-Map, the Applicant now proposes VTTM No. 82724 (commonly referred to as a "B" level neighborhood map or the "B-Map") and Site Plan Review 01-19 (collectively referred to as "B-Map - Phase A") to further subdivide the subject site on a neighborhood level and implement the Montebello Hills Specific Plan Project by subdividing the property into individual lots. As part of Phase A of the B-Map, the Applicant proposes to establish 92 new legal lots allowing for the development of 349 residential dwelling units on an approximately 43.39 acre project site. The subject site is located within Planning Areas 1 2, and a portion of Planning Area 3 as established in the Montebello Hills Specific Plan and the A-Map, which consists of generally undisturbed vacant land within the City of Montebello.

ANALYSIS

Pursuant to Section 7.8.1 of the MHSP and Title 16 of the Montebello Municipal Code ("MMC"), Toll CA XX, L.P. (the "Applicant"), seeks approval of VTTM No. 82724 to permit the subdivision of a portion of 78 lots originally established under the "A-Map. VTTM No. 82724 would further subdivide portions of the larger lots created under A-Map into 72 smaller numbered lots and 20 letter lots for residential development resulting in the creation of 92 new legal lots associated with B-Map - Phase A. The proposed project is consistent with the development standards and guidelines established under the approved MHSP. VTTM No. 82724 also includes density transfers between planning areas as expressly permitted pursuant to Section 7.9 of the MHSP. In addition, VTTM No. 82724 is consistent with the MHSP.

Concurrently with the application for VTTM No. 82724 pursuant to Section 7.8.2 of the approved MHSP, the Applicant also seeks approval of Site Plan Review ("SPR 01-19") to allow, among other things, the development of 349 residential units consisting of 244 attached residential dwelling units, 105 detached single family residential dwelling units, recreational facilities, and related amenities consistent with the design guidelines and standards in Planning Area 1, Planning Area 2, and a portion of Planning Area 3 within the MHSP. The purpose of site plan review is to insure that the proposed project is consistent with the MHSP and minimize or preclude potential adverse impact to the public or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development. The development associated with SPR 01-19 would be consistent with the Site Plan marked as "Exhibit A" (please see Attachment 1) and the conceptual renderings, and open space/landscape plans submitted as part of the Montebello Hills Project B-Map - Phase A Package (Attachment 4). In addition, the proposed project would include approximately 38,399 square feet (or 0.88 acres) of open park space.

Oil well locations within the project area are shown on Site Plan (Sheet C2 of 11 and C3 of 11) for VTTM No. 82724. There are 26 abandoned oil wells located within the project site (e.g. Planning Area 1, Planning Area 2, and a portion of Planning Area 3 of the MHSP) included in Phase A. Please note that four (4) of the 26 oils wells are in the project area but located outside the

boundaries of the tract map. These wells are located near lot numbers 38 and 39. Pursuant to Section 1.3.2 (Open Space) of the approved MHSP, the Specific Plan recognizes the continuing right of the owner of the mineral rights to conduct oil and gas production operations in the Specific Plan area pursuant to Chapter 17.44 and Chapter 5.52 of the Montebello Municipal Code and Conditional Use Permit (“CUP”) 8-57, CUP 3-58, and CUP 2-58. The mineral rights owner has commenced, and will be continuing over several years, activities to modernize and utilize more efficient technologies involving abandonment of some wells, relocation of other wells and pipelines, and drilling of new wells subject to separate permits issued by the appropriate agencies and jurisdictions. No changes to the oil operations are planned or included as part of B-Map - Phase A or the MHSP.

The development associated with the B-Map - Phase A was contemplated in the phasing program approved for the MHSP. The above-referenced requests will not increase the development area (approximately 174 gross acres) or maximum number of dwelling units (up to 1,200 residential dwellings) that was originally approved under the MHSP Project.

The proposed development associated with the B-Map - Phase A is subject to the Mitigation Monitoring and Reporting Program (Attachment 5) that was approved with the Montebello Hills Specific Plan Project as part of the EIR. The B-Map – Phase A submittal package (Attachment 4) includes conceptual renderings, landscaping, and recreational facility design for the proposed project. In addition, the proposed project includes conceptual landscape plans for two neighborhood parks, parkways, entry and a scenic promenade as part of the development associated with B-Map - Phase A. The following provides a summary regarding product types and related amenities proposed SPR 01-19:

Residential product types:

UNIT TYPE	TOTAL UNITS
Courtyard Single Family Detached Condominiums (44x64)	56 Units
Courtyard Single Family Detached Condominiums (54x75)	49 Units
Row Townhomes 5 Plex (Attached)	25 Units
Row Townhomes 4 Plex (Attached)	12 Units
Row Townhomes 3 Plex (Attached)	21 Units
10 Plex Row Townhomes/Motorcourt Townhomes (Attached)	120 Units
6 Plex Row Townhomes/Motorcourt Townhomes (Attached)	66 Units
Detached Units:	105 Units
Attached Units:	244 Units
Total Number of Units:	349 Units

Recreational Amenities and Community Landscaping

- Community Recreation Facility (approximately 10,000 square feet)
- Two (2) Neighborhood parks
- Scenic Promenade
- Guard gated entry
- Secondary resident only entry/exit

The attached residential dwelling units will include modern and coastal contemporary architectural features. The detached single family dwelling units will include coastal contemporary, transitional,

contemporary craftsman, and modern architectural features. The conceptual renderings are included in the Montebello Hills Project B-Map - Phase A Package (please see Attachment 4, pages 20 through 184).

As part of the B-Map - Phase A, the Applicant proposes to transfer density between planning areas to allow a 20% increase in Planning Area 2 pursuant to Sections 7.9 and 7.10 of the approved MHSP. Specifically, Sections 7.9 and 7.10 of the MHSP expressly authorizes the transfer of residential dwelling units between Planning Areas provided that the density transfer does not increase the total number of residential dwelling units allocated to any Planning Area by more than 20% and the total number of residential dwelling units does not exceed 1,200 for the entire project. An increase in density in one Planning Area will result in a corresponding decrease of density in another Planning Area because the total number of residential dwelling units may not exceed 1,200 for the Montebello Hills Specific Plan Project.

Here, the density transfer proposed under VTTM No. 82724 is within the parameters of the MHSP. The Applicant proposes to increase the maximum number of residential dwelling units in Planning Area 2 from 226 to 245, which presents an approximately 8.5% adjustment. For Planning Area 1, the Applicant proposes to reduce the number of residential dwelling units to 104 as part of the B-Map - Phase A, which is below the 107 dwelling units allowed (See Table 4-1 - Land Use Summary) under the MHSP. Moreover, these adjustments will not result in an increase in the maximum number of 1,200 dwelling units established under the MHSP. As such, VTTM No. 82724 satisfies all of the findings required under MHSP Section 7.9(1)-(5).

In addition, the conceptual design incorporates architectural projections that include, among other things, balconies which may exceed the permitted height by approximately three (3) feet. This proposed increase in height would be allowed pursuant to Section 6 (Table 6-1) as well as Section 6.9.2.2 (Site Development Standards) of the approved MHSP. Furthermore, the MHSP allows for minor deviations from the development standards not to exceed 10% per Section 7.12 of the MHSP. Any requests to exceed the allowable height as it relates to architectural projections would be addressed during the plan check review process. The B-Map – Phase A as well as the associated development proposed under Site Plan Review 01-19 are consistent with the MHSP, the Montebello Municipal Code, the Montebello General Plan, and will not have any significant adverse impact on the surrounding properties or on the general public welfare.

ENVIRONMENTAL

An Environmental Impact Report (“EIR”) and Mitigation Monitoring and Reporting Program was certified for the Montebello Hills Project on June 10, 2015 pursuant to CEQA Guidelines and local procedures for CEQA implementation. This action of approving VTTM No. 82724 and Site Plan Review No. 01-019 is exempt under CEQA pursuant to California Government Code section 65457(a),) and CEQA Guidelines Section 15182 which specifically exempts residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083.3(a) and (b). Therefore, no further environmental review is required.

Upon approval of the B-Map-Phase A by the City Council, a Notice of Exemption (please see Attachment 8) will be filed with the Los Angeles County Clerk’s office.

REPORTS RECEIVED

PUBLIC WORKS/ENGINEERING: Reports that the Tract Map layout for the B-Map – Phase A is satisfactory as submitted and recommends approval subject to the GENERAL CONDITIONS contained in a memorandum dated October 2, 2019 (Attachment 7).

FIRE DEPARTMENT: Reports that the conditions associated with the approved A-Map including, but not limited to, the mitigation measures will be incorporated into the B-Map – Phase A request for compliance with the Fire Master Plan, Fuel Modification Plan and its related Fire Behavior Analysis and Report, and the Fire Hydrant Plan; and compliance with the Uniform and California Fire Code, Montebello Municipal Code, and the National Fire Protection Association Standards.

MITIGATION MONITORING AND REPORTING PROGRAM (“MMRP”)

In accordance with CEQA Guidelines Section 15097, a MMRP (Attachment 5) was approved/certified with the EIR for the Montebello Hills Specific Plan Project on June 10, 2015. The development associated with B-Map – Phase A of the approved MHSP is subject to the MMRP and applicable MMRP conditions shall be incorporated these entitlements as a condition of approval. The MMRP will continue to be active through all phases of the Montebello Hills Specific Plan Project, including design, construction, and operation. The MMRP: 1) identifies each mitigation measure required by the FEIR; 2) identifies the City department responsible for monitoring; 3) identifies the timing for implementation of the mitigation measure; and 4) includes a column for completion verification.

FISCAL IMPACTS

There is no impact on the City’s General Fund.

SUMMARY

On November 19, 2019, the Planning Commission unanimously recommended approval of VTTM No. 82724 and Site Plan Review 01-19 (B-Map-Phase A). This recommendation included a request to consider the following items: 1) incorporating a an adequate percentage of transitional landscaping with California Native Plants into the proposed project to provide seamless transition between native and non-native landscaping; 2) study the issues associated with the potential accessory dwelling unit conversions; 3) adherence to the California Green Building Code; and 4) additional detail to the architectural renderings associated with the site plan review.

The following is a list of members of the public who spoke during the public comment period for Item 8.A on the Planning Commission Agenda for November 19, 2019:

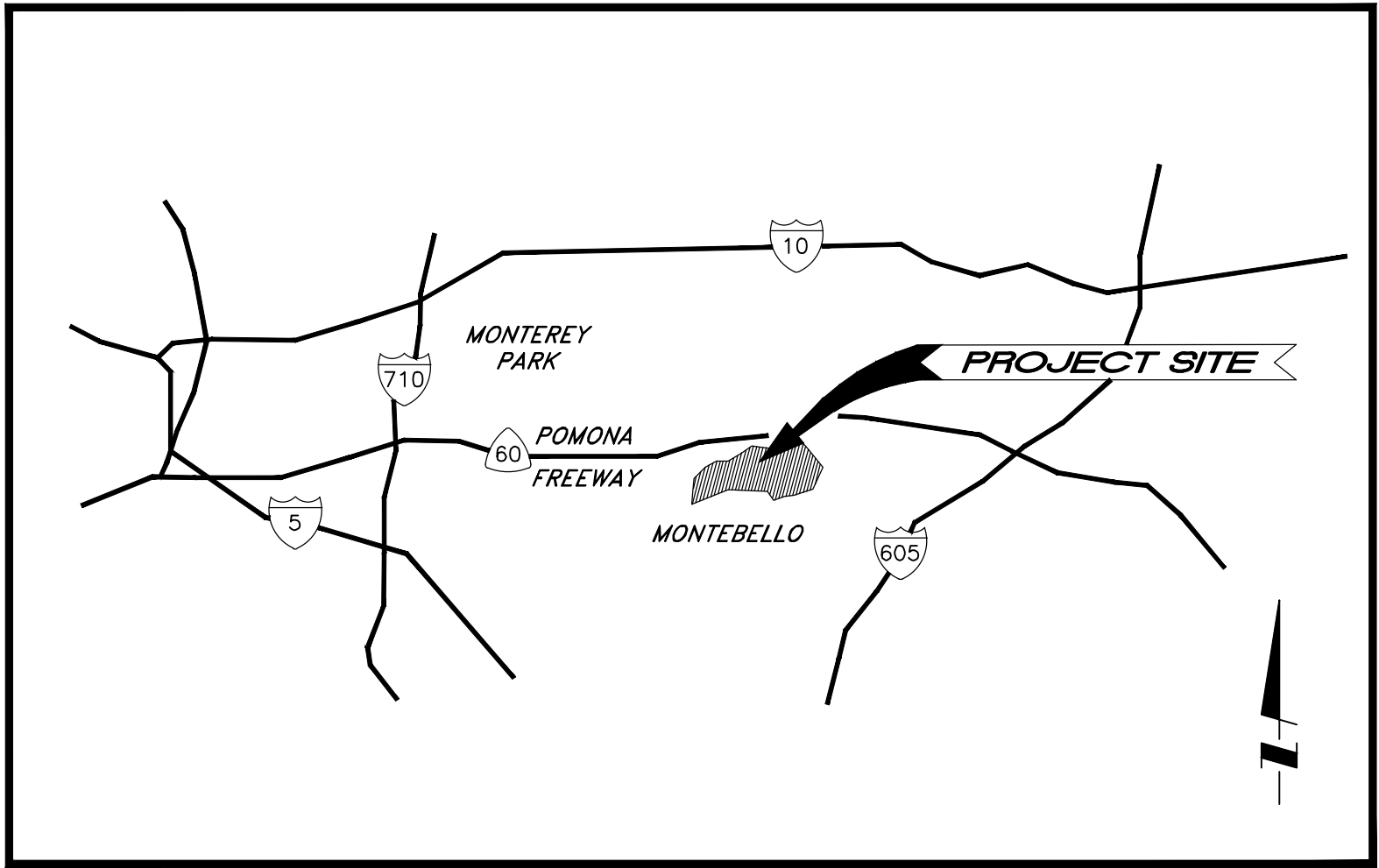
1. Margot Eiser
2. Jim Flournoy
3. Tila Gregorian
4. Peter Marizcurrena
5. Michael W. Popoff
6. Linda Strong

The City Council will consider approval of Vesting Tentative Tract Map No. 82724 and Site Plan Review 01-19 for the B-Map-Phase A under the approved Montebello Hills Specific Plan Project.

ATTACHMENTS:

1. Site Plan – Exhibit A dated October 23, 2019
2. Resolution approving Site Plan Review 01-19
3. Resolution approving VTTM No. 82724 (B-Map – Phase A)
4. Montebello Hills Project B-Map - Phase A Package
5. Mitigation Monitoring and Reporting Program
6. Project Site Vicinity Map
7. Memorandum from Public Works dated October 2, 2019
8. Notice of Exemption

MONTEBELLO HILLS
VESTING TENTATIVE TRACT MAP NO. 82724
SITE PLAN



VICINITY MAP
NO SCALE

SITE SUMMARY

DESCRIPTION	PA-1		PA-2	
	SPECIFIC PLAN**	PROPOSED	SPECIFIC PLAN**	PROPOSED
DWELLING UNITS	128	104	271	245
AREA (ACRES)	16.3	16.0	27.1	26.4
DENSITY (DU/AC)	7.9	6.5	10.0	9.3

** MONTEBELLO SPECIFIC PLAN SECTION 7.9 ALLOWS A MAXIMUM 20% INCREASE IN PROPOSED DWELLING UNITS AND GROSS DENSITY ABOVE THE NUMBER ESTABLISHED IN THE SPECIFIC PLAN. THE MAXIMUM VALUE SHOWN REPRESENTS THE 20% INCREASE.

LEGEND

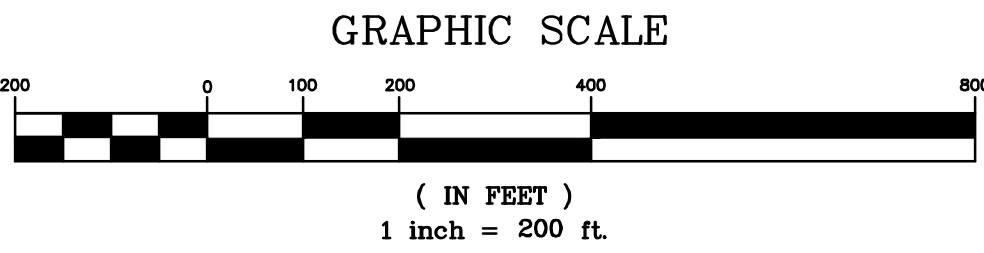
- PLANNING AREA BOUNDARY
- 8' WIDE PASEO
- MULTI-USE TRAIL
- 8' WIDE EXPANDED WALK
- SCENIC PROMENADE
- EXISTING OIL WELL NEAR NEAR TENTATIVE TRACT 82724 AND SETBACK TO BUILDING
- PARK
- EMERGENCY VEHICLE ACCESS
- BUS STOP

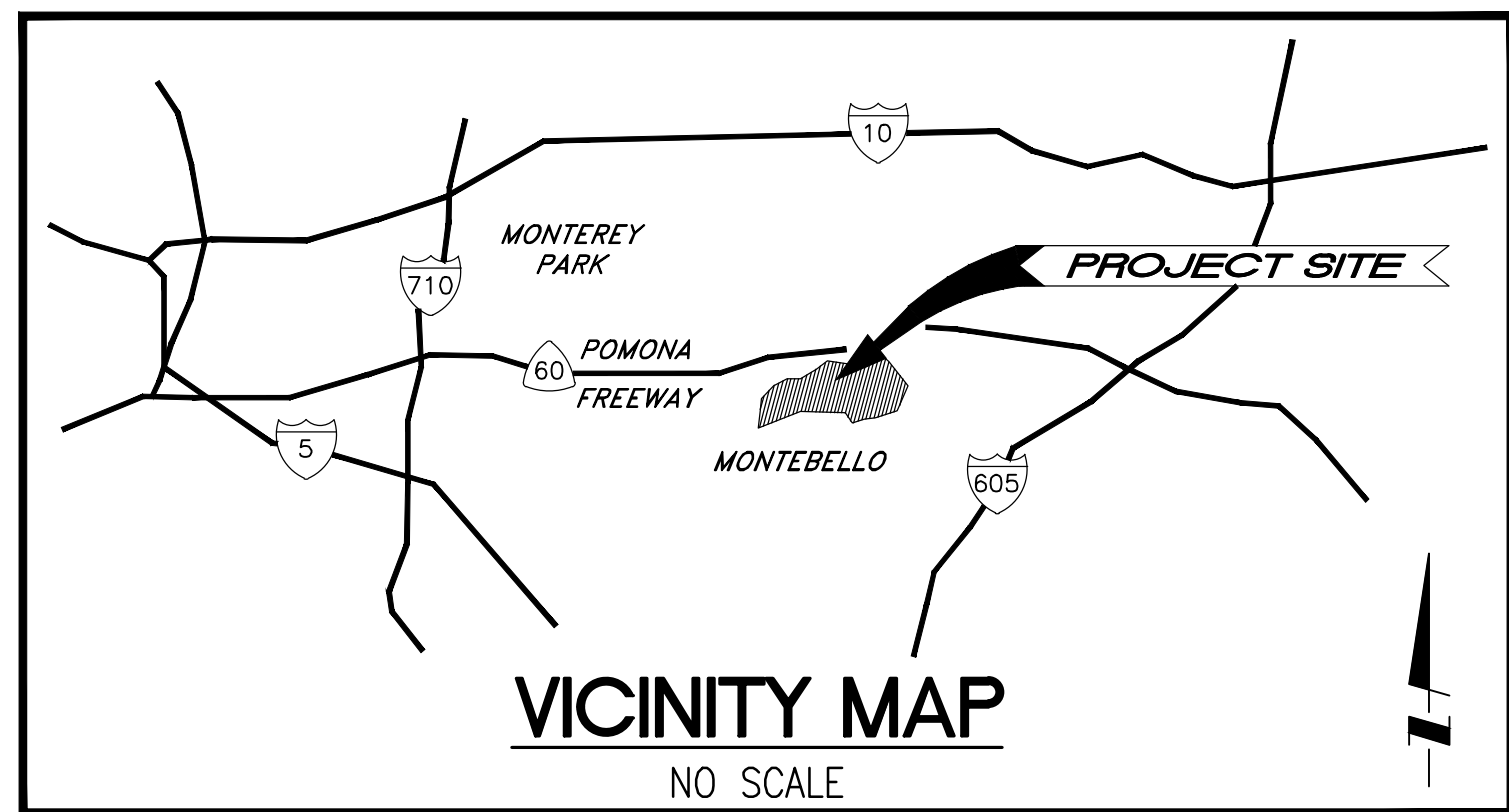


SITE PLAN
TRACT 82724
MONTEBELLO HILLS
Montebello, California

WILSON MIKAMI CORPORATION
9 Corporate Park, Suite 100, Irvine, CA 92606
T: (949) 879-0090 | F: (949) 879-0091

350.19115





MONTEBELLO HILLS

VESTING TENTATIVE TRACT MAP NO. 82724

SITE PLAN

EASEMENT NOTES

EASEMENT TO SAN GABRIEL VALLEY WATER COMPANY FOR WATER PURPOSES
EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES
EASEMENT TO THE CITY OF MONTEBELLO FOR STORM DRAIN PURPOSES
EASEMENT FOR EMERGENCY ACCESS PURPOSES TO THE CITY OF MONTEBELLO

A
B
C
D

SITE SUMMARY

DESCRIPTION	PROPOSED
TOTAL NUMBER OF UNITS	349
PROJECT ACREAGE (NET)	37.25 ACRES
PROJECT DENSITY (NET)	9.37 UNITS PER ACRE

LAND USE SUMMARY

DESCRIPTION	TOTAL
LOTS 1-71 (RESIDENTIAL)	23.27 AC
LOTS "A"-"H" (PRIVATE STREET)	8.98 AC
LOTS "K", "L", "M", "N", "O", "P"	5.00 AC
TOTAL	37.25 AC

BUILDING SUMMARY (AREA)

UNIT TYPE	NO. OF BUILDINGS	NO. OF UNITS
COURTYARD SFD CONDO (54x75) - PLAN 1	16	16
COURTYARD SFD CONDO (54x75) - PLAN 2	16	16
COURTYARD SFD CONDO (54x75) - PLAN 3	17	17
COURTYARD SFD CONDO (44x64) - PLAN 1	18	18
COURTYARD SFD CONDO (44x64) - PLAN 2	19	19
COURTYARD SFD CONDO (44x64) - PLAN 3	19	19
ROW TOWNHOMES - 5 PLEX	5	25
ROW TOWNHOMES - 4 PLEX	3	12
ROW TOWNHOMES - 3 PLEX	7	21
10 PLEX ROW TOWNHOMES/MOTORCOURT TOWNHOMES	12	120
6 PLEX ROW TOWNHOMES/MOTORCOURT TOWNHOMES	11	66
TOTALS	143	349

LEGEND

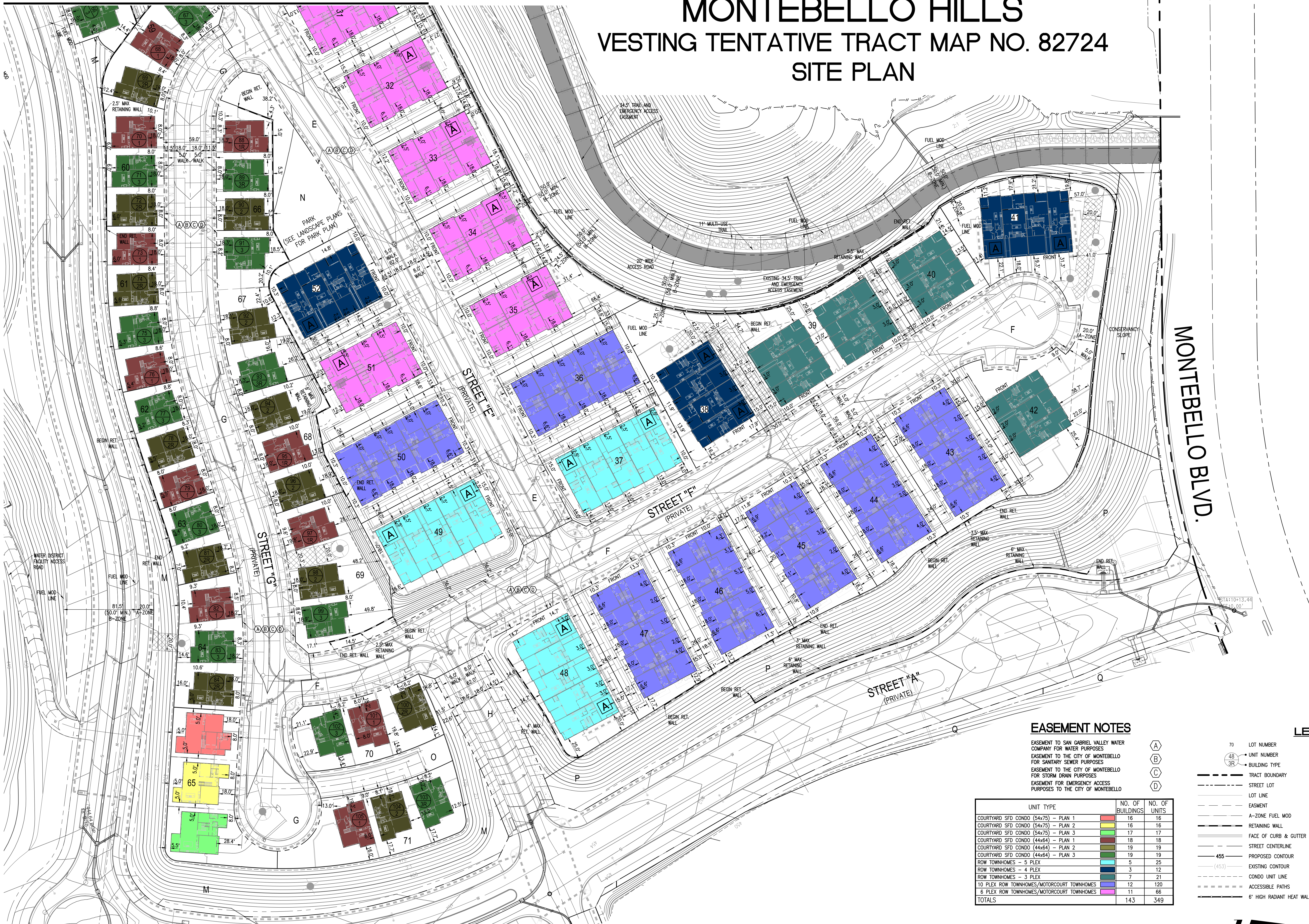
- 70 LOT NUMBER
48 UNIT NUMBER
3R BUILDING TYPE
- TRACT BOUNDARY
STREET LOT
LOT LINE
EASEMENT
A-ZONE FUEL MOD
RETAINING WALL
FACE OF CURB & GUTTER
STREET CENTERLINE
455 PROPOSED CONTOUR
(453) EXISTING CONTOUR
CONDO UNIT LINE
ACCESSIBLE PATHS
6" HIGH RADIANT HEAT WALL
- STREET LIGHT
FIRE HYDRANT
WATER METER
DOMESTIC WATER LINE
RECYCLED WATER LINE
SEWER LINE
STORM DRAIN
CATCH BASIN
ABANDONED OIL WELL
ABANDONED OIL WELL ACCESS
SIDEWALK
ACCESSIBLE UNIT



MONTEBELLO HILLS

VESTING TENTATIVE TRACT MAP NO. 82724

SITE PLAN



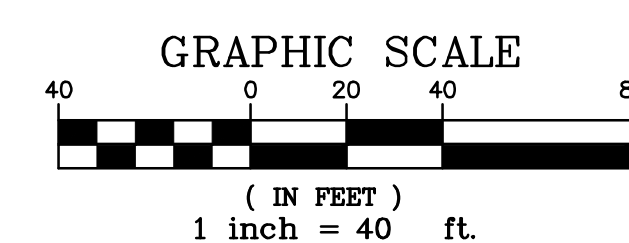
EASEMENT NOTES

EASEMENT TO SAN GABRIEL VALLEY WATER COMPANY FOR WATER PURPOSES
 EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES
 EASEMENT TO THE CITY OF MONTEBELLO FOR STORM DRAIN PURPOSES
 EASEMENT FOR EMERGENCY ACCESS PURPOSES TO THE CITY OF MONTEBELLO

UNIT TYPE	NO. OF BUILDINGS	NO. OF UNITS
COURTYARD SFD CONDO (54x75) - PLAN 1	16	16
COURTYARD SFD CONDO (54x75) - PLAN 2	16	16
COURTYARD SFD CONDO (54x75) - PLAN 3	17	17
COURTYARD SFD CONDO (44x64) - PLAN 1	18	18
COURTYARD SFD CONDO (44x64) - PLAN 2	19	19
COURTYARD SFD CONDO (44x64) - PLAN 3	19	19
ROW TOWNHOMES - 5 PLEX	5	25
ROW TOWNHOMES - 4 PLEX	3	12
ROW TOWNHOMES - 3 PLEX	7	21
10 PLEX ROW TOWNHOMES/MOTORCOURT TOWNHOMES	12	120
6 PLEX ROW TOWNHOMES/MOTORCOURT TOWNHOMES	11	66
TOTALS	143	349

LEGEND

- 70 LOT NUMBER
- 48 UNIT NUMBER
- 3R BUILDING TYPE
- TRACT BOUNDARY
- STREET LOT
- LOT LINE
- EASEMENT
- A-ZONE FUEL MOD
- RETAINING WALL
- FACE OF CURB & GUTTER
- STREET CENTERLINE
- 455 PROPOSED CONTOUR
- (453) EXISTING CONTOUR
- CONDO UNIT LINE
- ACCESSIBLE PATHS
- 6" HIGH RADIANT HEAT WALL
- STREET LIGHT
- FIRE HYDRANT
- WATER METER
- DOMESTIC WATER LINE
- RECYCLED WATER LINE
- SEWER LINE
- STORM DRAIN
- CATCH BASIN
- ABANDONED OIL WELL
- ABANDONED OIL WELL ACCESS
- SIDEWALK
- ACCESSIBLE UNIT



SHEET C3 OF 11

10.23.19

SITE PLAN

TRACT 82724

MONTEBELLO HILLS

Montebello, California

350.19115

WILSON MIKAMI CORPORATION

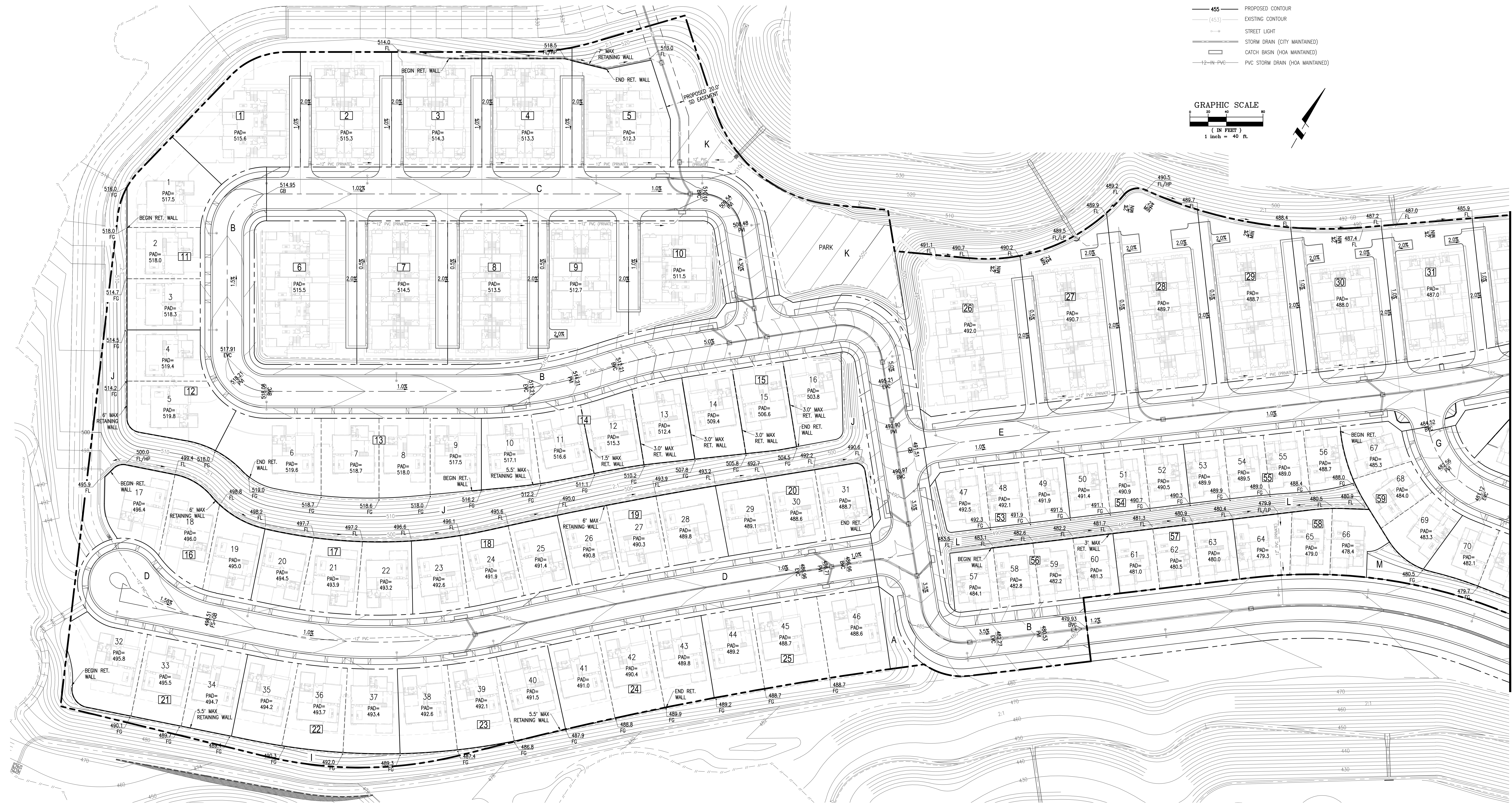
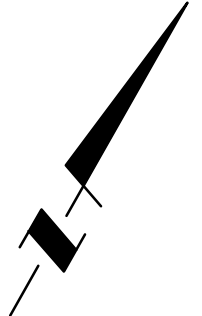
Wilson Mikami Corporation
 9 Corporate Park, Suite 100, Irvine, CA, 92606
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Toll Brothers
 AMERICA'S LUXURY HOME BUILDER®

MONTEBELLO HILLS
VESTING TENTATIVE TRACT MAP NO. 82724
CONCEPTUAL GRADING AND DRAINAGE

- LEGEND**
- 28 LOT NUMBER
 - 60 UNIT NUMBER
 - TRACT BOUNDARY
 - STREET LOT LINE
 - LOT LINE
 - RETAINING WALL
 - FACE OF CURB & GUTTER
 - STREET CENTERLINE
 - 455 PROPOSED CONTOUR
 - (45.5) EXISTING CONTOUR
 - STREET LIGHT
 - STORM DRAIN (CITY MAINTAINED)
 - CATCH BASIN (HOA MAINTAINED)
 - 12-IN. PVC PVC STORM DRAIN (HOA MAINTAINED)

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.



SEE SHEET C2

CONCEPTUAL GRADING PLAN
TRACT 82724
MONTEBELLO HILLS
Montebello, California
350.19115

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SHEET C4 OF 11

Toll Brothers
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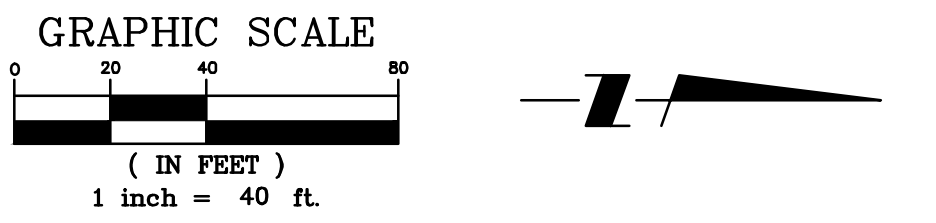
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MONTEBELLO HILLS

VESTING TENTATIVE TRACT MAP NO. 82724

CONCEPTUAL GRADING AND DRAINAGE

LEGEND	
28	LOT NUMBER
60	UNIT NUMBER
	TRACT BOUNDARY
	STREET LOT LINE
	LOT LINE
	RETAINING WALL
	FACE OF CURB & GUTTER
	STREET CENTERLINE
	PROPOSED CONTOUR
	EXISTING CONTOUR
	STREET LIGHT
	STORM DRAIN (CITY MAINTAINED)
	CATCH BASIN (HOA MAINTAINED)
	12-IN PVC
	PVC STORM DRAIN (HOA MAINTAINED)



CONCEPTUAL GRADING PLAN

TRACT 82724

MONTEBELLO HILLS

Montebello, California

350.19115

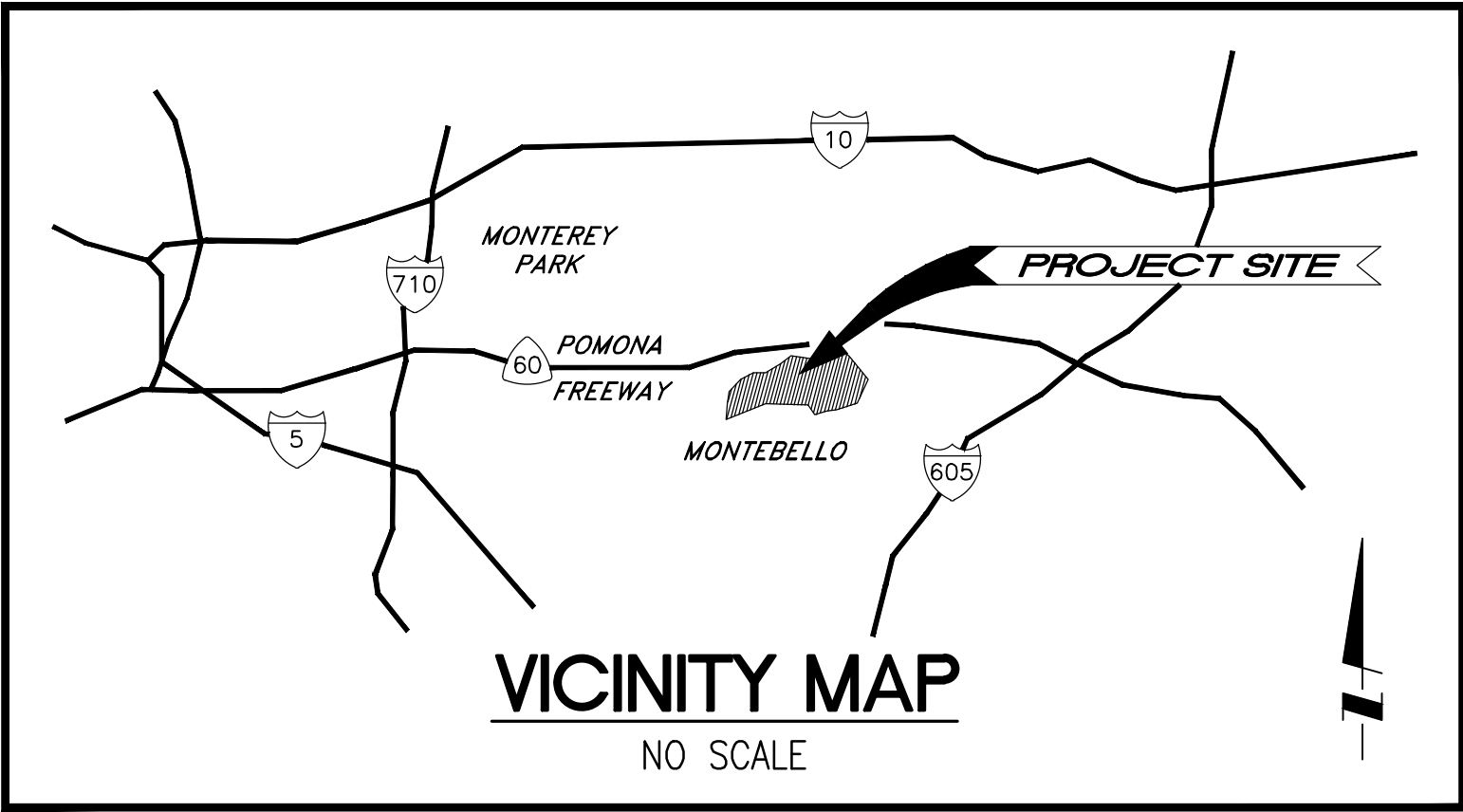


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SHEET C5 OF 11

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MONTEBELLO HILLS

VESTING TENTATIVE TRACT MAP NO. 82724

PARKING PLAN

LEGEND

- STREET CENTER LINE
LOT LINE
FIRE HYDRANT WITH 15' NO OBSTRUCTION RADIUS
STREET LIGHT
VISITOR STALL
PARKS STALL
LOT NUMBER
INDICATES UNIT NUMBERS
INDICATES BUILDING TYPE
INDICATES ELEVATION STYLE

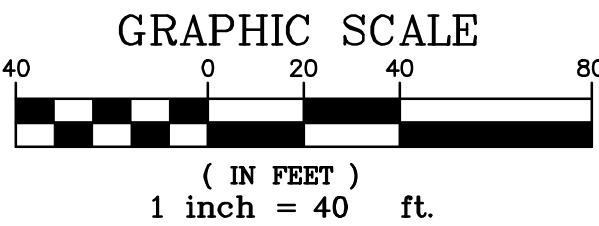
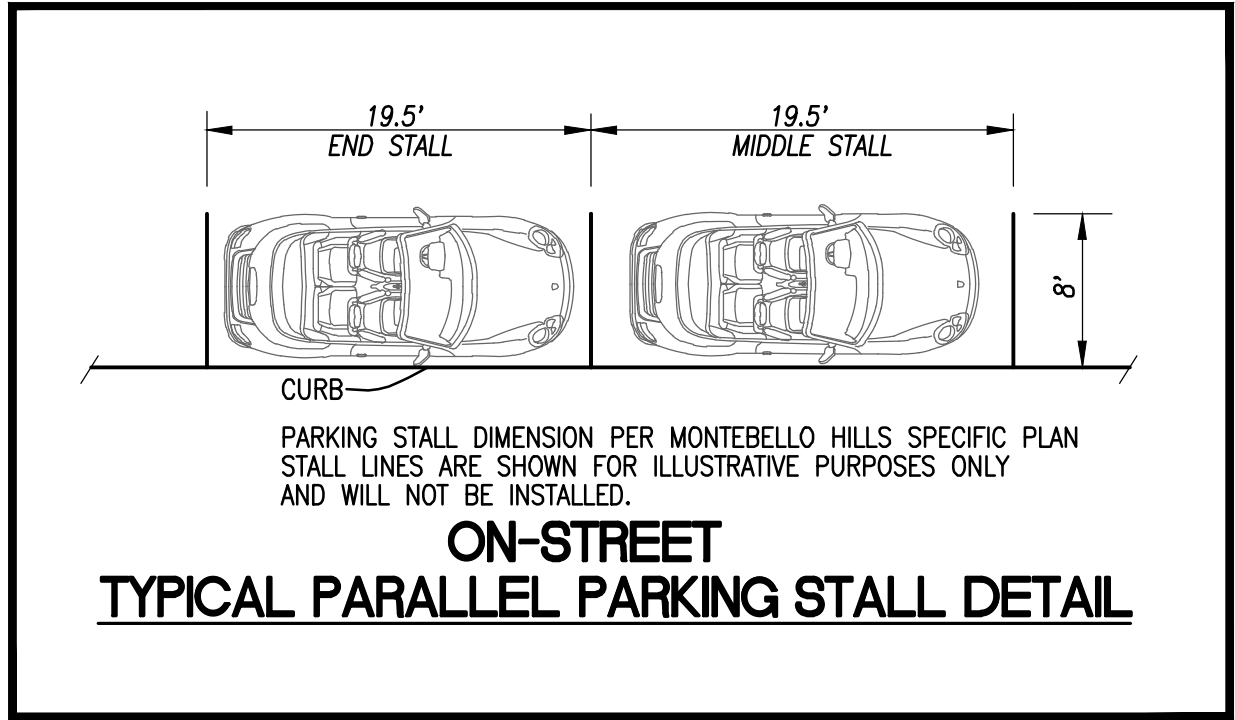
27

33
2X

PARKING SUMMARY

	UNITS	RESIDENCE STALLS		VISITOR STALLS		
		*REQUIRED	PROVIDED	**REQUIRED	PROVIDED	TOTAL
MULTIFAMILY HOMES	244	488	488	81	154	353
SINGLE FAMILY HOMES	105	210	210	105	107	319
PARKS	-	-	-	6	6	6
TOTAL	349	698	698	192	364	676

*2 PARKING STALLS ARE REQUIRED PER UNIT.
**THE REQUIRED NUMBER OF PARKING STALLS IS EQUAL TO 0.33 TIMES THE NUMBER OF UNITS FOR MULTIFAMILY HOMES
**THE REQUIRED NUMBER OF PARKING STALLS IS EQUAL TO 1.0 TIMES THE NUMBER OF UNITS FOR SINGLE FAMILY.
THE REQUIRED NUMBER OF PARKING STALLS PER MONTEBELLO HILLS SPECIFIC PLAN SECTION 6 DEVELOPMENT REGULATION TABLE 6-1 AND 6-2.



PARKING PLAN
TRACT 82724
MONTEBELLO HILLS
Montebello, California
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SHEET C6 OF 11

Toll Brothers
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S:\10303\01\DWG\TRACT 82724\PREP013-C06-C08-PARKING AND TRASHING

SEE SHEET C6

MONTEBELLO HILLS

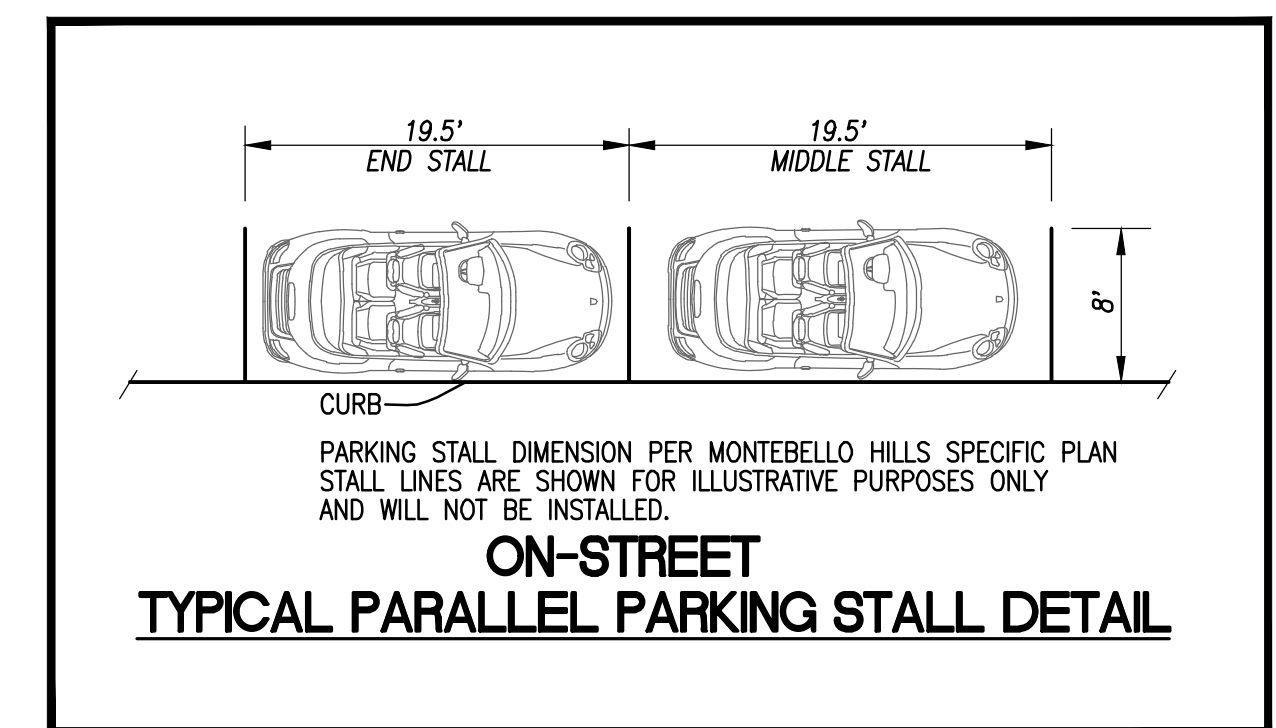
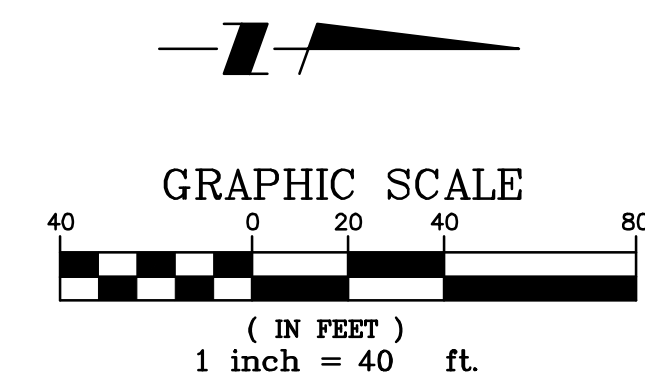
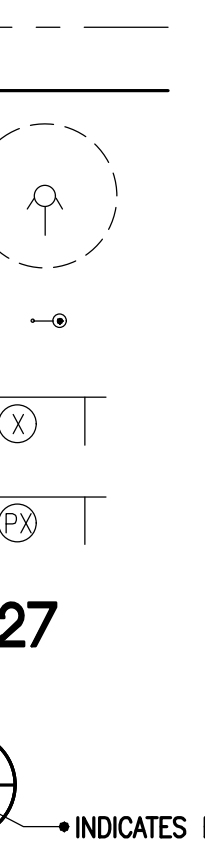
VESTING TENTATIVE TRACT MAP NO. 82724

PARKING PLAN



LEGEND

- STREET CENTER LINE
- LOT LINE
- FIRE HYDRANT WITH 15' NO OBSTRUCTION RADIUS
- STREET LIGHT
- VISITOR STALL
- PARKS STALL
- LOT NUMBER
- INDICATES UNIT NUMBERS
- INDICATES BUILDING TYPE



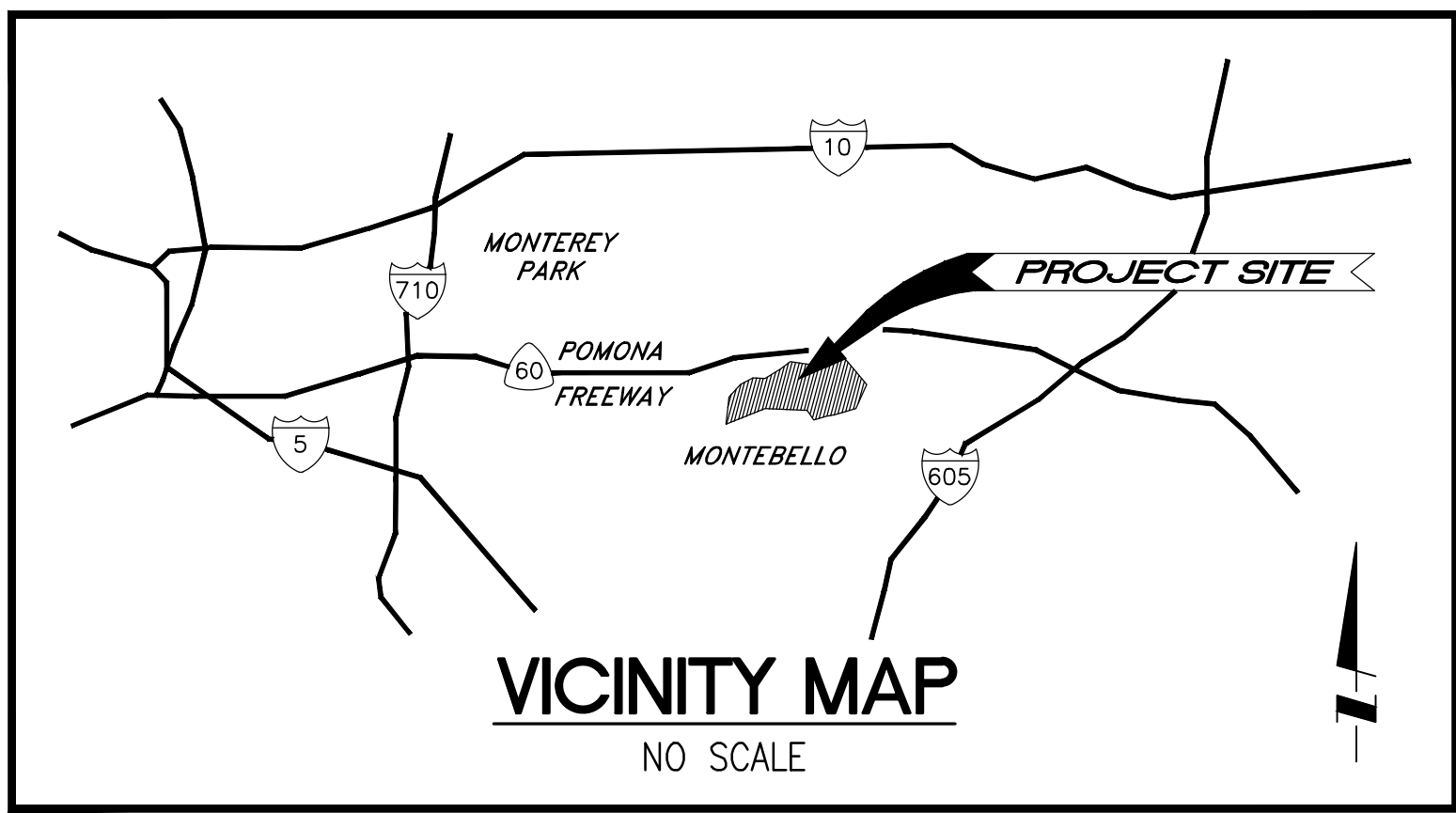
PARKING PLAN
TRACT 82724
MONTEBELLO HILLS
Montebello, California
350.19115

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Wilson Mikami Corporation
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SHEET C7 OF 11

Toll Brothers
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MONTEBELLO HILLS

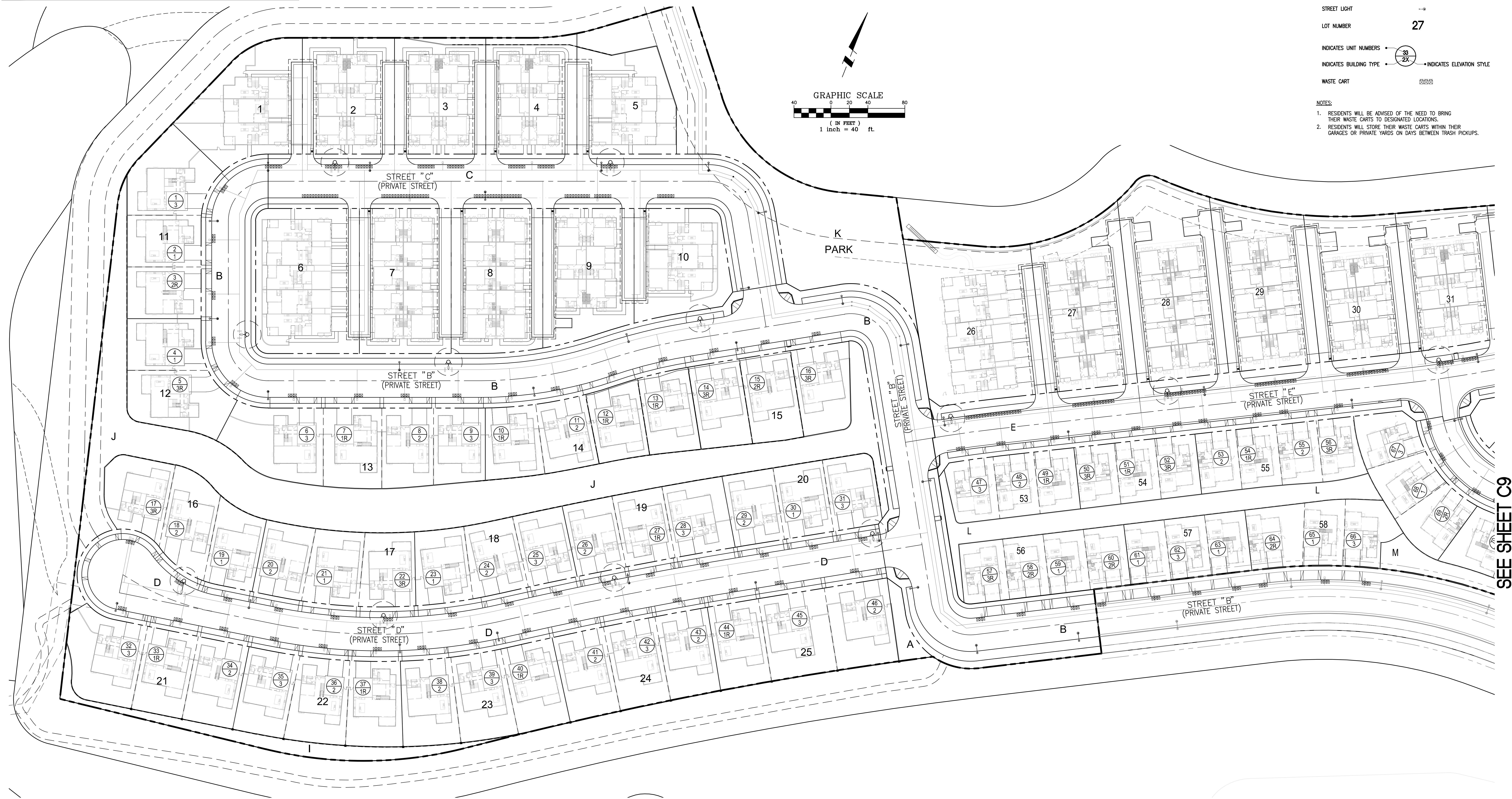
VESTING TENTATIVE TRACT MAP NO. 82724

TRASH CAN PLAN

LEGEND

STREET CENTER LINE	
LOT LINE	
FIRE HYDRANT WITH 15' NO OBSTRUCTION RADIUS	
STREET LIGHT	
LOT NUMBER	27
INDICATES UNIT NUMBERS	
INDICATES BUILDING TYPE	
WASTE CART	
INDICATES ELEVATION STYLE	

- NOTES:
1. RESIDENTS WILL BE ADVISED OF THE NEED TO BRING THEIR WASTE CARTS TO DESIGNATED LOCATIONS.
 2. RESIDENTS WILL STORE THEIR WASTE CARTS WITHIN THEIR GARAGES OR PRIVATE YARDS ON DAYS BETWEEN TRASH PICKUPS.



SEE SHEET C9

TRASH CAN PLAN

TRACT 82724

MONTEBELLO HILLS

Montebello , California

350.19115

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SHEET C8 OF 11

Toll Brothers
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SEE SHEET C8

MONTEBELLO HILLS

VESTING TENTATIVE TRACT MAP NO. 82724

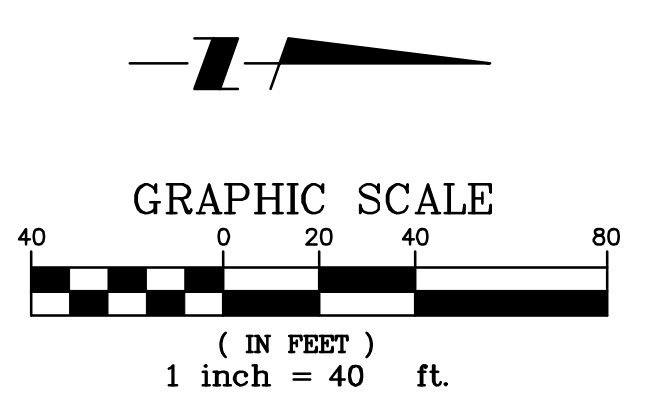
TRASH CAN PLAN

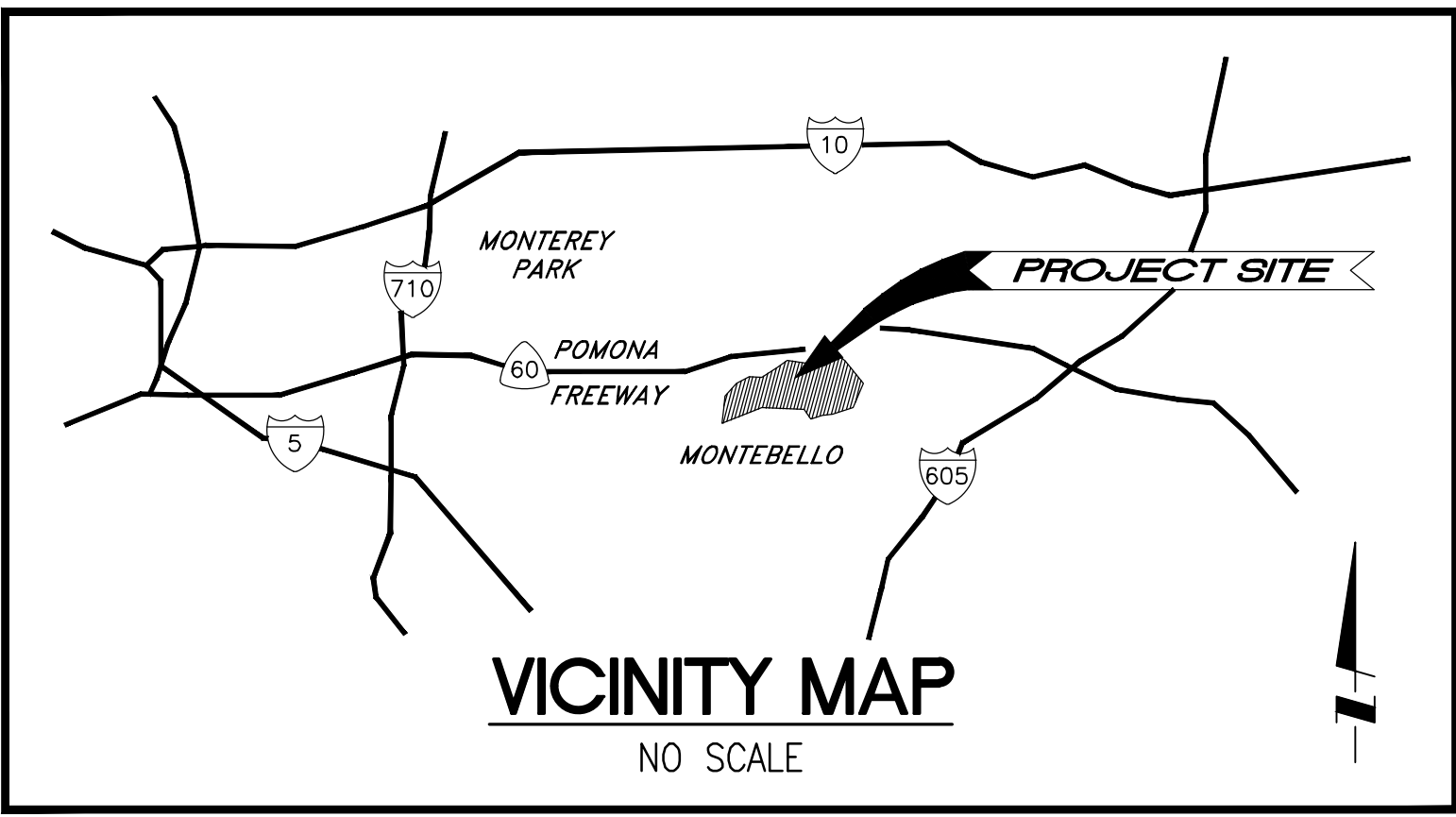


LEGEND

- STREET CENTER LINE ———
- LOT LINE ———
- FIRE HYDRANT WITH 15' NO OBSTRUCTION RADIUS
- STREET LIGHT
- LOT NUMBER **27**
- INDICATES UNIT NUMBERS
- INDICATES BUILDING TYPE
- INDICATES ELEVATION STYLE
- WASTE CART

- NOTES:
1. RESIDENTS WILL BE ADVISED OF THE NEED TO BRING THEIR WASTE CARTS TO DESIGNATED LOCATIONS.
 2. RESIDENTS WILL STORE THEIR WASTE CARTS WITHIN THEIR GARAGES OR PRIVATE YARDS ON DAYS BETWEEN TRASH PICKUPS.





MONTEBELLO HILLS

VESTING TENTATIVE TRACT MAP NO. 82724

ADDRESSING AND MAILBOX PLAN



SEE SHEET C10

MONTEBELLO HILLS

VESTING TENTATIVE TRACT MAP NO. 82724

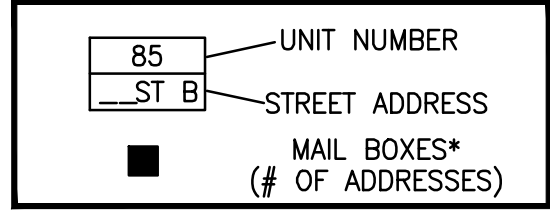
ADDRESSING AND MAILBOX PLAN



STREET ABBREVIATIONS

STREET NAME	CALL LETTERS
STREET "B"	ST B
STREET "C"	ST C
STREET "D"	ST D
STREET "E"	ST E
STREET "F"	ST F
STREET "G"	ST G

LEGEND



*NOTE: CONCEPTUAL MAILBOX LOCATION SHOWN. FINAL LOCATION TO BE SET PER THE PROJECT LANDSCAPE PLANS.

TRACT BOUNDARY
LOT LINE
FACE OF CURB & GUTTER

ADDRESSING AND MAILBOX PLAN

TRACT 82724

MONTEBELLO HILLS

Montebello, California

350.19115

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SHEET C11 OF 11

Toll Brothers
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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA APPROVING SITE PLAN
REVIEW NO. 01-19 FOR THE CONSTRUCTION OF 349
RESIDENTIAL DWELLING UNITS, RECREATIONAL
FACILITIES, AND RELATED AMENITIES WITHIN THE
MONTEBELLO HILLS SPECIFIC PLAN PROJECT AREA
LOCATED AT 1400 N. MONTEBELLO BOULEVARD**

WHEREAS, the City of Montebello (“City”) approved the Vesting Tentative Tract Map No. 70420 (“VTTM No. 70420”) for the Montebello Hills Specific Plan Project on June 25, 2015 to allow the development of a master planned residential development consisting of up to 1,200 residential dwelling units; public and private parks; walking trails; open space; internal infrastructure and circulation network, a community center; off-site and on-site infrastructure; and a 262 acre habitat reserve dedicated to the conservation of the California Gnatcatcher;

WHEREAS, an Environmental Impact Report (“EIR”) was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code §§ 21000 *et seq.*), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*), and local City of Montebello procedures for CEQA implementation;

WHEREAS, on July 10, 2019, the City approved the Final “A” Map for VTTM No. 70420 (“A-Map”), which subdivided the Montebello Hills Specific Plan Project area into 78 large lots, was in substantial compliance with the approved VTTM No. 70420, applicable conditions of approval, and the Montebello Hills Specific Plan and the Montebello Municipal Code;

WHEREAS, pursuant to Chapter 16.24 of the Montebello Municipal Code, applicant Toll CA XX, L.P.’s (“Toll Brothers”) submitted an application for Vesting Tentative Tract Map No. 82724 (“VTTM No. 82724”), a “B” level subdivision map, subdividing 43.39 acres into 92 lots on portions of the Montebello Hills Specific Plan Project Area to allow the development of 349 residential dwelling units consisting of 244 attached residential dwelling units and 105 detached single-family residential dwelling units, recreational facilities, and related amenities on real property legally described as:

WHEREAS, Montebello Municipal Code Chapter 16.24 provides the procedures necessary for the implementation of the Vesting Tentative Map Statute, and to supplement the provisions of the Subdivision Map Act (Government Code Section 66410 *et. seq.*) and the subdivision regulations of the city;

WHEREAS, the Planning Commission conducted a duly noticed public hearing upon said application on November 19, 2019 and recommended to the City Council approval of the entitlements;

WHEREAS, the City Council of the City of Montebello conducted a duly notice public hearing upon said application on January 8, 2020; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Montebello as follows:

SECTION 1. The City Council finds that the above recitals are true and correct and incorporate them herein by this reference as part of the facts and findings.

SECTION 2. Based on the above recitals, staff report, evidence presented, both oral and documentary, and the entire record, the City Council of the City of Montebello hereby approves VTTM No. 82724 based on the following findings of fact:

A. VTTM No. 82724 is consistent with the City's General Plan. VTTM No. 82724 is consistent with the City's General Plan because the contemplated subdivision and the resulting residential neighborhood is consistent with the neighboring residential, commercial, open space, and municipal uses. The subdivision is necessary for the implementation of the Final A-Map of Tract Map No. 70420 and allows for the development of a livable, infill residential community within an open space setting incorporating a balance of land uses adequately served by parks and trails as well as public facilities. The subdivision also provides for and enhances natural site features; promotes biking and walking; promotes informal neighborhood interaction, and connectivity through the provision of walking trails; provides a diverse chose of housing types to meet the needs of a variety of lifestyles and economic segments. The City's General Plan has planned for residential uses on the project site for many years and VTTM No. 82724 implements a land plan that will create additional housing units consistent with the mandates of the City's Housing Element.

B. VTTM No. 82724 is consistent with the Montebello Hills Specific Plan because the subdivision of Montebello Hills Specific Plan area into residential lot-specific tract maps for the development of attached and detached residential dwelling units and recreational facilities, public and private trails, roads, and open space was anticipated under the Montebello Hills Specific Plan. Furthermore, the design of the development is consistent with applicable development standards and guidelines set forth under the Montebello Hills Specific Plan, Montebello Municipal Code, and General Plan.

C. VTTM No. 82724 is consistent with the general peace, health, safety, and general welfare of the surrounding neighborhood. An EIR and Mitigation Monitoring and Reporting Program was certified by the City Council for the project on June 10, 2015 pursuant to CEQA Guidelines and local procedures for CEQA implementation. The EIR evaluated potentially significant adverse impacts to the surrounding properties and the general public and implementing corresponding mitigation measures as conditions of approval that were incorporated and made part of the Project. VTTM No. 82724 implements the approved Final A-Map, VTTM No. 70420 and is consistent with the Montebello Hills Specific Plan development standards and guidelines and incorporates all applicable mitigation measures as part of its design to mitigate any significant adverse impacts on the surrounding properties and serve and further the general public welfare. The subdivision also allows for the development of a livable, infill residential community within an open space setting incorporating a balance of land uses adequately served by parks and trails as well as public facilities. Also, the resulting

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA APPROVING VESTING
TENTATIVE TRACT MAP NO. 82724 SUBDIVIDING 43.39
ACRES INTO 92 LOTS ON PORTIONS OF THE
MONTEBELLO HILLS SPECIFIC PLAN PROJECT AREA
LOCATED AT 1400 N. MONTEBELLO BOULEVARD**

WHEREAS, the City of Montebello ("City") approved the Vesting Tentative Tract Map No. 70420 ("VTTM No. 70420") for the Montebello Hills Specific Plan Project on June 25, 2015 to allow the development of a master planned residential development consisting of up to 1,200 residential dwelling units; public and private parks; walking trails; open space; internal infrastructure and circulation network, a community center; off-site and on-site infrastructure; and a 262 acre habitat reserve dedicated to the conservation of the California Gnatcatcher;

WHEREAS, an Environmental Impact Report ("EIR") was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code §§ 21000 *et seq.*), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*), and local City of Montebello procedures for CEQA implementation;

WHEREAS, on July 10, 2019, the City approved the Final "A" Map for VTTM No. 70420 ("A-Map"), which subdivided the Montebello Hills Specific Plan Project area into 78 large lots, was in substantial compliance with the approved VTTM No. 70420, applicable conditions of approval, and the Montebello Hills Specific Plan and the Montebello Municipal Code;

WHEREAS, pursuant to Chapter 16.24 of the Montebello Municipal Code, applicant Toll CA XX, L.P.'s ("Toll Brothers") submitted an application for Vesting Tentative Tract Map No. 82724 ("VTTM No. 82724"), a "B" level subdivision map, subdividing 43.39 acres into 92 lots on portions of the Montebello Hills Specific Plan Project Area to allow the development of 349 residential dwelling units consisting of 244 attached residential dwelling units and 105 detached single-family residential dwelling units, recreational facilities, and related amenities on real property legally described as:

WHEREAS, Montebello Municipal Code Chapter 16.24 provides the procedures necessary for the implementation of the Vesting Tentative Map Statute, and to supplement the provisions of the Subdivision Map Act (Government Code Section 66410 *et. seq.*) and the subdivision regulations of the city;

WHEREAS, the Planning Commission conducted a duly noticed public hearing upon said application on November 19, 2019 and recommended to the City Council approval of the entitlements;

WHEREAS, the City Council of the City of Montebello conducted a duly notice public hearing upon said application on January 8, 2020; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have

occurred.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Montebello as follows:

SECTION 1. The City Council finds that the above recitals are true and correct and incorporate them herein by this reference as part of the facts and findings.

SECTION 2. Based on the above recitals, staff report, evidence presented, both oral and documentary, and the entire record, the City Council of the City of Montebello hereby approves VTTM No. 82724 based on the following findings of fact:

A. VTTM No. 82724 is consistent with the City's General Plan. VTTM No. 82724 is consistent with the City's General Plan because the contemplated subdivision and the resulting residential neighborhood is consistent with the neighboring residential, commercial, open space, and municipal uses. The subdivision is necessary for the implementation of the Final A-Map of Tract Map No. 70420 and allows for the development of a livable, infill residential community within an open space setting incorporating a balance of land uses adequately served by parks and trails as well as public facilities. The subdivision also provides for and enhances natural site features; promotes biking and walking; promotes informal neighborhood interaction, and connectivity through the provision of walking trails; provides a diverse chose of housing types to meet the needs of a variety of lifestyles and economic segments. The City's General Plan has planned for residential uses on the project site for many years and VTTM No. 82724 implements a land plan that will create additional housing units consistent with the mandates of the City's Housing Element.

B. VTTM No. 82724 is consistent with the Montebello Hills Specific Plan because the subdivision of Montebello Hills Specific Plan area into residential lot-specific tract maps for the development of attached and detached residential dwelling units and recreational facilities, public and private trails, roads, and open space was anticipated under the Montebello Hills Specific Plan. Furthermore, the design of the development is consistent with applicable development standards and guidelines set forth under the Montebello Hills Specific Plan, Montebello Municipal Code, and General Plan.

C. VTTM No. 82724 is consistent with the general peace, health, safety, and general welfare of the surrounding neighborhood. An EIR and Mitigation Monitoring and Reporting Program was certified by the City Council for the project on June 10, 2015 pursuant to CEQA Guidelines and local procedures for CEQA implementation. The EIR evaluated potentially significant adverse impacts to the surrounding properties and the general public and implementing corresponding mitigation measures as conditions of approval that were incorporated and made part of the Project. VTTM No. 82724 implements the approved Final A-Map, VTTM No. 70420 and is consistent with the Montebello Hills Specific Plan development standards and guidelines and incorporates all applicable mitigation measures as part of its design to mitigate any significant adverse impacts on the surrounding properties and serve and further the general public welfare. The subdivision also allows for the development of a livable, infill residential community within an open space setting incorporating a balance of land uses adequately served by parks and trails as well as public facilities. Also, the resulting residential neighborhood is consistent with the neighboring residential, commercial,

open space, and municipal uses.

SECTION 3. VTTM No. 82724 is approved subject to the conditions set forth in Exhibit "A" attached hereto.

SECTION 4. The City Council of the City of Montebello further finds and determines that the approval of VTTM No. 82724 is exempt from CEQA pursuant to CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempt residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980, and Public Resources Code Section 21083.3.

SECTION 5. If any section, sentence, or portion of this Resolution is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect.

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 8th day of January 2020.

Salvador Melendez, Mayor

residential neighborhood is consistent with the neighboring residential, commercial, open space, and municipal uses.

SECTION 3. VTTM No. 82724 is approved subject to the conditions set forth in Exhibit "A" attached hereto.

SECTION 4. The City Council of the City of Montebello further finds and determines that the approval of VTTM No. 82724 is exempt from CEQA pursuant to CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempt residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980, and Public Resources Code Section 21083.3.

SECTION 5. If any section, sentence, or portion of this Resolution is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect.

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 8th day of January 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT 4

A hard copy of the Montebello Hills Project B-Map – Phase A Package
is available for review at the City of Montebello City Clerk's office

MONTEBELLO HILLS SPECIFIC PLAN

VESTING TENTATIVE MAP TRACT MAP 70420

CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM STATUS OF PERFORMANCE

(July, 2019 Final “A” Map)

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
PLAN PLANNING CONDITIONS					
1. PDFs will become Conditions. Each and every PDF contained in the Final Environmental Impact Report for the proposed Project, certified by the City Council on June 10, 2015, shall be made an express condition of approval and shall be treated as though set forth fully herein.	Toll/SPR ¹ as appropriate	This matrix identifies mitigation measures required prior to Final “A” map approval and those that are not applicable until post-Final ‘A’ Map (referred to as the “Final Tract Map” for purposes of this matrix.) The City certified the Final EIR on June 10, 2015.	City Engineer	Reso. No. 15-32 adopted by the City Council on June 10, 2015.	
2. The applicant shall defend, indemnify, and hold harmless the City of Montebello and its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Montebello, its officials, officers, employees or agents to attack, set aside, void, or annul any approval or conditional approval of the City of Montebello concerning the Montebello Hills Specific Plan project and/or land use decision related thereto, including but not limited to any approval or	Toll/SPR as appropriate	SPR’s predecessor Cook Hill Properties indemnified City prior to Project Approvals. Toll has indemnified City as part of final map process.	City Attorney	See 6/17/2019 Final Map (Title of Monitoring Report or Recording Document (if applicable))	

¹ The subdivider is Toll Brothers, Inc. (“Toll”) and the property owner is Sentinel Peak Resources (“SPR”).

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
conditional approval of the City Council, Planning Commission, or City Staff, which action is brought within the time period provided for in Government Code Section 66499.37 or other provision of law applicable to this project or decision. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Montebello Hills Specific Plan project and/or land use decision related thereto and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees, and agents in the defense of the matter.					
3. Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program for the proposed Project, adopted by the City Council on 06/10/2015, shall be made an express condition of approval and shall be treated as though set forth fully herein.	Toll/SPR as appropriate	Prior to Final "A" Map or "B" Map as may be appropriate.	Planning and Community Development/Dept. of Public Works	See 6/17/2019 Final Map	
4. This approval shall become null and void if final maps have not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the City Council upon submittal of a formal application, required exhibits and appropriate fees in accordance with the City's Ordinances. In granting any such time extension, the City of Montebello may impose new conditions and standards on the Vesting Tentative Tract Map, and subsequent tract maps, pursuant to Section 66498.1(e) of the Government Code.	Toll	No extension requested.	City Attorney has confirmed term of VTTM 70420.	See 6/17/2019 Final Map	
5. The Vesting Tentative Tract Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the Vesting Tentative Tract Map date	Toll	VTTM was approved on June 10, 2015. The EIR litigation tolled the effective date of the VTTM until July 24, 2018 and the map term	City Attorney has confirmed term of VTTM 70420. City Engineer/City	Resolution Number 17-46 (acknowledges prior approval of Vesting Tentative Tract Map)	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
stamped 3/30/2015, and as modified by the Conditions of Approval for this project. The Final Tract Map(s) shall be in substantial compliance with the Vesting Tentative Tract Map and the Conditions of Approval for this project.	Toll	expires July 24, 2020.	Council		
6. All off-site public improvements shall be located within public rights-of-way or easements for public purposes. The Vesting Tentative Tract Map approval is subject to the applicant's acceptance of the City of Montebello's requirements for acquisition of said public rights-of-way and public easements, including the Applicant's financial responsibility. The Director of Public Works shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition.	Toll	This condition was fulfilled since it was required to be completed before VTM 70420 was approved on June 10, 2015.	Director of Public Works ²	Resolution Number 17-46 (acknowledges prior approval of Vesting Tentative Tract Map) See Street Improvement Plans dated 4/8/2019 and Public Sewer Improvements Plan dated 6/4/2019.	
7. The Applicant shall participate in on-site and off-site water service improvements as may be required by the serving water purveyor.	Toll	Ongoing duty	City Engineer	April 29, 2019 Central Basin Municipal Water District	
8. The Applicant shall submit "Will Serve" letters from ALL utility companies who will be required to serve the new site, including but not limited to, San Gabriel Valley Water Company, Southern California Gas, Southern California Edison, AT&T and Cable Provider prior to the recordation of the Final Tract Map.	Toll	Will serve letters Dated 11/2018-5/3/2019 as indicated below.	Public Works Dept.	See Final Map and City Engineer Plan Check Los Angeles County Sanitation District dated 01-29-19 Central Basin Municipal Water District, dated 04-29-19	
9. The Applicant shall provide a dry Utility Plan showing the Point of Connection to the utility mainline	Toll	Completed – See Sheet #3 of 6/13/2019.	Public Works Dept.	See Dry Utility Composite Plan, dated 6/13/19	

² Director of Public Works and Director of Planning or their designee.

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
and the onsite termination point for all utilities.					
10. When construction is complete, the Applicant shall provide a Master Utility Plan to the Public Works Department.	Toll	Not applicable until post-final 'A' map.	Public Works Dept.	Final "A" Map with Utility Plan	
11. The Applicant's engineer shall coordinate with all utility companies during the design phase of the Vesting TTM and shall ensure that required public improvements resulting from the proposed project are not in conflict with existing or proposed utilities.	Toll	This condition was a prerequisite to the approval of the VTTM on June 10, 2015,	City Engineer	See Street Improvement Plans dated 4/8/2019	
12. The Applicant shall be responsible for informing all consultants, contractors, subcontractors, engineers, or other related disciplines providing services related to the project of their responsibilities to comply with all pertinent requirements in the Montebello Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.	Toll	Ongoing duty	Planning Department	(Title of Monitoring Report)	
13. The Applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site during the phasing of the project including, but not limited to, NPDES requirements.	Toll	Sentinel/Toll are responsible for ongoing maintenance of the site during project phasing. Hydrology study prepared for VTTM on July 15, 2008 and updated on April 2019.	City Engineer	April 2019 Montebello Hills Development City of Montebello Drainage Report Volume 1 and Low Impact Development (LID) Plan for Montebello Hills Tentative Tract 70420 (Prepared by Wilson Mikami Corporation)	
14. Prior to the issuance of the first mass grading permit, construction staging and access plans shall be submitted to the Director of Public Works. The Applicant shall provide for controlled/restricted ingress and egress on to existing City streets during construction of improvements other than residential development. Plans for such controls/restrictions shall be submitted to the Director of Public	Toll	Prior to issuance of Mass Grading Permit.	Director of Public Works	N/A (Title of Monitoring Report)	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
Works for review and approval.					
15. The Applicant shall complete the construction of those street improvements (<i>i.e.</i> , both public and private) outlined in the approved FEIR Traffic Study, and pursuant to the timing for such improvements as stated in the FEIR, where such improvements intersect existing public rights-of-way. The phased improvements shall include at a minimum, all required improvements on Montebello Boulevard, on Plaza Drive, and at the intersections of Montebello Boulevard and 'A' Street, Montebello Boulevard and Paramount Boulevard and 'B' Street and Plaza Drive and the widening of Montebello Boulevard, as determined by the Director of Public Works, in consultation with the Applicant.	Toll	Not applicable until post-final 'A' map.	Director of Public Works	See Street Improvement Plans dated 4/8/2019	
THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE APPROVAL OF THE FINAL TRACT MAP					
16. The Applicant shall comply with all provisions of the latest Subdivision Map Act, the City's Municipal Code, other City ordinances, and the Building Code. Where applicable, these provisions must be met prior to recording the Final Tract Map.	Toll	Project in substantial conformance as demonstrated in this matrix.	City Engineer/City Council	See 6/17/2019 Final "A" Map and this Matrix.	
17. A Final Tract Map must be processed through the Director of Public Works Office prior to being filed with the Registrar-Recorder/County Clerk's Office.	Toll	Final map will be approved by City Engineer prior to City Council Approval and prior to Recordation	City Engineer/City Council	See 6/17/2019 Final "A" Map	
18. The map shall be prepared from a field survey in accordance with standard industry practice.	Toll	Field survey conducted in November 2018	N/A	See Sheets 5-7 of the 6/17/2019 Final "A" Map	
19. The Applicant shall provide legal description and reference mapping.	Toll	Legal description and reference mapping in the Preliminary Title Report (dated April 3, 2019)	City Engineer	Preliminary Report and See 6/17/2019 Final "A" Map	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
20. The Applicant shall provide a title report/guarantee updated within 90 days of submittal to the City of the Final Tract Map, showing all fee owners and interest holders when a Final Tract Map is submitted for plan check. This account must remain open until the Final Tract Map is filed with the County Recorder.	Toll	Prior to final map approval. [Toll to provide title guarantee]	City Engineer	(Title of Monitoring Report)	
21. An updated title report/guarantee must be submitted ten (10) working days prior to Final Tract Map approval by City. Following Final Tract Map filing, a title report guarantee is to be submitted to the City.	Toll	April 3, 2019 title report submitted with Final "A" Map [Toll to provide title guarantee.]	City Engineer	Preliminary Report and See 6/17/2019 Final "A" Map	
22. The Final Tract Map as well as any and all subsequent tract maps shall be based on a field survey.	Toll	Field survey conducted in November 2018 and noted on Sheets 5-7 of the Final Tract Map	City Engineer	See Sheets 5-7 of Final "A" Map	
23. All field surveying for the proposed development, including the location and marking of all existing monuments and ties thereto and the setting of new monuments, shall be done by a state licensed surveyor. This includes the setting of centerline monuments and the preparation of centerline ties, all of which shall be done to the satisfaction of the Director of Public Works.	Toll	Field survey conducted in November 2018 and noted on pages 5-7 of the Final Tract Map. The setting of centerline monuments and the preparation of centerline ties will occur post-final 'A' map.	City Engineer	See Sheets 5-7 of Final "A" Map	
24. For each Final Tract Map submittal, the Applicant shall provide two copies of the Surveyor's closure calculations.	Toll	With filing of the Final Tract Map	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	
25. New boundary monuments shall be set in accordance with the City standards, professional surveying standards, and subject to approval by the Director of Public Works. The Applicant shall post a monument bond in an amount	City Engineer	At the time of Final "A" Map	City Engineer/ Director of Public Works	See Sheet 3 of 29 of 6/17/2019 Final Map See Bonds Submitted on 6/13/2019	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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satisfactory to the Director of Public Works to ensure the monuments have been found and new monuments set in a timely manner.					
26. All existing easements must be identified prior to Final Tract Map approval. If an easement is blanket or indeterminate in nature, a statement to that effect must be shown on the Final Tract Map including an area of location in lieu of its precise location.	Toll	Due upon the filing of the Final Tract Map. However, all known easements are already identified in the Preliminary Title Report (dated December 5, 2017)	City Engineer	See Sheet 4 of 29 of 6/17/2019 Final "A" Map and Preliminary Report Dated December 5, 2017	
27. The Applicant shall provide references for any existing, found, and/or set bench marks.	City Engineer	Due upon the filing of the Final "A" Map	City Engineer	See Sheet 3 of 29 of 6/17/2019 Final "A" Map	
28. The Applicant shall provide maps in digital format to the City and County of Los Angeles per County requirements. Submit a copy of the Final Tract Map on a CD disc in PC format. Submit signed Mylar originals of the Final Tract Map as a part of the recordation.	Toll	Due upon the filing of the Final "A" Map	City Engineer	6/17/2019 Final "A" Map	
29. The location, name of owner, type, boundary lines, identification and status of all existing easements shall remain on the Final Tract Map. The same applies to all new easements that are to be established or existing easements to be vacated. Easements that are to be tentatively required are subject to review by the City Engineer to determine the final locations and requirements.	Toll	Due upon the filing of the Final "A" Map	City Engineer	See Sheet 4 of 29 of 6/17/2019 Final "A" Map	
30. As a part of the Final Tract Map process, the Applicant shall incorporate into the project design all existing easements within the project boundaries, or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Director of Public Works.	Toll	Due upon the filing of the Final "A" Map	City Engineer	See Sheets 3 and 4 of 29 of 6/17/2019 Final "A" Map	
31. Signatures of record title interests	Toll	Due upon the filing of	City Engineer	See Sheet # 1 of the Final "A" Map dated	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
are to appear on the Final Tract Map.		the Final "A" Map		17, 2019.	
32. A Master Covenant Agreement for maintenance of BMPs shall be recorded at the County of Los Angeles. The agreement shall include provisions for maintenance of private facilities, including compliance with an approved Storm Water Management Plan for any required BMPs including a maintenance exhibit. The Master Covenant Agreement shall be recorded concurrently with the filing of the Final Tract Map, at the discretion of the Director of Public Works.	Toll	[Toll to provide]	Director of Public Works	[Toll to provide]	
33. The Applicant shall comply with the current LARWQCB 401 and City of Montebello LID requirements and as shown on the Final Tract Map.	Toll	Toll filed an application for a Section 401 Water Quality Certification in March, 2019. LID measures shown in Final Map	City Engineer	LARWQCB is currently reviewing the Section 401 Water Quality Certificatoin.	
34. This project shall be designed and constructed in accordance with the storm water pollution control requirements of the Los Angeles Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Los Angeles Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements for construction.	Toll	Toll to submit SWPPP dated _____, 2019. Toll will file a Notice of Intent with LARWQCB prior to commencement of grading.	City Engineer	Low Impact Development (LID) Plan for Montebello Hills Tentative Tract 70420 (Prepared by Wilson Mikami Corporation)	
35. All plans and construction of public works (streets, etc.) shall be per the City of Montebello Standards, Montebello Hills Specific Plan, the Greenbook or Caltrans Standards, as applicable depending on the location of the public works.	Toll		City Engineer	See Street Improvement Plans dated 4/8/2019	
36. The location and method of operation of any vehicle restricting	Toll	Not applicable until	Director of Public	See Street Improvement Plans dated 4/8/2019	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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gate shall be subject to the approval of the Director of Public Works, and the City Fire Department prior to issuing a permit for the construction of the gate as shown on the Final Tract Map.		post-final 'A' map.	Works and Fire Dept.		
37. Design of bus turnouts along Montebello Boulevard shall be subject to the approval of the Director of Public Works prior to issuance of the 1,000th building permit.	Toll	Prior to 1,000 th building permit.	Director of Public Works	(Title of Monitoring Report or Recording Document (if applicable))	
38. The Applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees prior to recordation of "B" level builder tract maps. Grading activities extending beyond "B" level map boundaries shall require prior approval of the Director of Public Works and Director of Planning and Community Development. Such grading activity shall be reflected in the Subdivision Improvement Agreement for that particular "B" level tract map.	Toll	Backbone infrastructure approved with this Final "A" Map. In-tract improvements to be addressed in Final "B" Map.	Director of Public Works/Director of Planning	See 6/13/2019 Final Map Improvement Agreement and bonds for Final "A" Map.	
39. Grading Plans shall be submitted for review and approval by the Director of Public Works prior to the issuance of a grading permit.	Toll	Preliminary Grading Plan prepared by Wilson Makami as of 3/31/19 See Sheets 6 and 7 of Final "A" Map Grading Plans and Tentative Tract 70420 Sheet 6 and 7	Director of Public Works	Phase A Preliminary Grading Plan dated _____, 2019 and Tentative Tract Map 70420 (Sheet 6 and 7 of 10)	
40. The Applicant shall submit documentation to the Public Works Department verifying that the applicant has filed for Notice of Intention to Abandon/Re-abandon (Form OG 108) to DOGGR for any and all wells that are affected by grading activities prior to the issuance of grading permit(s).	Toll	Due prior to issuance of the grading permit City has indicated that a permit will need to be issued for well abandonment in addition to DOGGR	Dept. of Public Works	(Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
41. Prior to recordation of the Final Tract Map, the Applicant shall obtain off-site easements from affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). No drainage is to leave the tract map boundaries as sheet flow or flow in existing low areas or possible downhill drainage courses/paths. All drainage is to be controlled on site, collected into pipes/conduits and transported to a permitted point of discharge so as to not cause soil erosion and or sedimentation. Any such drains/conduits outside of the development shall be either in existing public rights-of-way or in easements as approved by the City. All drainage facilities shall be the responsibility of the applicant to maintain after construction until accepted for maintenance by a public or private entity.	Toll	Prior to recordation of Final "A" Map; maintenance is post-final "B" map.	Dept. of Public Works	(Title of Monitoring Report or Recording Document (if applicable))	
42. Where run-off is intended to drain from the future residential area (174-acre residential area) on to the adjacent or abutting area under separate ownership (314-acre open space area), the Applicant shall submit a drainage acceptance letter for each affected property owner and submit it to the Director of Public Works as required by State law prior to recordation of the Final Tract Map.	Toll	Prior to recordation of Final "A" Map.	Director of Public Works	(Title of Monitoring Report or Recording Document (if applicable))	
43. A hydrology study and hydraulic report shall be prepared for the Final Tract Map and submitted to the Director of Public Works for review and approval prior to issuance of a grading permit for each phase. The respective hydrology studies and hydraulics reports shall address on-site and off-site conditions and impacts at a construction level of detail.	Toll	Prior to issuance of grading permit for each phase.	Director of Public Works	<u>Drainage Report</u> (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
44. In addition, approval shall be obtained from the Los Angeles County Department of Public Works and the U.S. Army Corps of Engineers who operate the Whittier Narrows Dam and Rio Hondo Channel for that phase of grading where drainage discharges to their facilities.	(See Condition 41 above)	No discharge proposed to Whittier Narrows Dam and Rio Hondo Channel.	City Engineer	N/A	
45. Prior to any work in the Whittier Narrows Dam area, the Applicant shall submit a copy of any necessary USACE Permit for that work. Any condition in the permit, which impacts project grading or construction should be detailed and noted on the plans. The Applicant shall submit a copy of the approved permit from the Army Corps of Engineers and the Los Angeles County Department of Public Works to the Director of Public Works. It is noted that the Final Tract Map and title report will indicate the provisions regarding easements granted to the United States of America for flowage and roadway associated with Whittier Narrows Dam.	(See Condition 41 above)	Toll/Sentinel applied for a new Section 404 Permit on 5/7/2019. Information submitted to City Engineer with Final "A" Map.	Director of Public Works	Department of the Army Permit (Number SPL-2008-00212-PHT) provisional permit issued but expired. New application filed with LA District of USACE on 5/7/2019.	
46. Any on-site and/or off-site storm drainage basins (temporary or permanent) for detention/retention/sedimentation control shall be sized to handle a minimum of fifty (50) year storm event. All such basins shall have outlet drains/conduits and overflow weirs with embankment protection and protected spillway for control of any overflow. All permanent basins which serve the development are to be in the ownership of the Applicant and shall meet the minimum lot area and dimension requirements pursuant to City Zoning. All permanent basins shall have provisions for maintenance cleaning and removal of sedimentation and debris and plant overgrowth and	Toll	The basin is sized to handle a minimum of fifty (50) year storm event. Maintenance not applicable until post-final 'A' map.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	

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repair of any eroded areas as needed in a timely manner by the owner or designated entity.					
47. For each Final “B” level Builder Tract Map, a sanitary sewer-area study shall be prepared and submitted to the Director of Public Works for review and approval.	Toll	Not applicable until after-Final ‘A’ Map and before Final “B” Map.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
48. No construction of structures using flammable materials shall be allowed until the water system has been installed and tested to the satisfaction of the Director of Public Works and City Fire Department demonstrating that the required fire protection flow and pressure is available from hydrants within a distance established by the Fire Department. The tests of the system shall be done using first the primary power sources and equipment and secondly using the redundant power sources and equipment.	Toll	Prior to issuance of building permits.	Director of Public Works/Fire Dept.	N/A (Title of Monitoring Report or Recording Document (if applicable))	
THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR HABITABLE STRUCTURES FOR ANY PHASE OF THE SUBDIVISION:					
49. The Applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies or departments.	Toll	Applicable after-Final ‘A’ map and prior to issuance of building permits.	Director of Planning/Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
50. The Applicant shall provide the Director of Public Works with as-built plans and TV video inspection for all sanitary sewer mains dedicated to the City. The reports shall be provided on digital format CDs, as required by Director of Public Works, prior to final acceptance for maintenance.	Toll	Not applicable until after-Final ‘A’ map.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:					
51. Adequate temporary sanitary disposal facilities shall be required on-site during all phases of construction and maintenance shall be done on a weekly basis at a minimum.	Toll	Applicable after-Final ‘A’ map and prior to issuance of building permits.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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52. If the Final Tract Map is to be phased, the Applicant shall have all drainage basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase.	Toll	If phased, all drainage basins installed and operable prior to completion of grading in first phase.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	
53. All grading work shall be field reviewed continuously by Certified Inspectors and daily reports filed with the Director of Public Works under the supervision of the development's professional licensed soils engineer. At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the Director of Public Works prior to release of final grading. The Director of Public Works requires that the Certifications be executed by the geologists and engineers of record.	Toll	Not applicable until prior to Grading Permit and completion of final grading.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
54. All public improvements within, and necessary to support, a block or construction phase of any Final Tract Map shall be completed within one hundred eighty (180) days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the Director of Public Works and Building Official. In no case shall the total occupancy for a Final Tract Map exceed a certain percentage until all public improvements within the final map have been completed to the satisfaction of the Director of Public Works. The percentage for each final tract map will be set forth in the Final Tract Map Conditions of Approval.	Toll	Not applicable until 180 days from issuance of first Certificate of Occupancy	Director of Public Works/Building Official	N/A (Title of Monitoring Report or Recording Document (if applicable))	
55. Prior to acceptance of public improvements, the Applicant shall have repaired any damage to new or existing public improvements caused by construction activities, obtain completion letters from all	Toll	Prior to acceptance of public improvements.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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utilities and have received signed sets of Mylar originals with 2 sets of bond black line prints of all as-builds plans. City approved street signs and posts shall be installed prior to acceptance of public improvements.					
RELEVANT NOTATIONS FROM VESTING TENTATIVE TRACT MAP NO. 70420					
1. In lieu of establishing final specific locations of building structures at this time, the owner and subdivider, at the time of issuance of grading or building permit, agree to develop the property in conformance with the City Code and other appropriate ordinances, such as the building code, plumbing code, grading ordinance, public street permit ordinance, mechanical code, zoning ordinance, underground of utilities ordinance, water ordinance, sanitary sewer and industrial waste ordinances, electrical code and fire codes.	Toll	Final "A" Map complies with applicable City Codes as indicated in submittal as to subdivision of large lots for financing and conveyance purposes. Final "B" Map will be prepared following future City approval of Vesting Tentative "B" Map.	City Engineer	N / A (Title of Monitoring Report or Recording Document (if applicable))	
2. (General Plan Use) Current use - residential low, medium and high density, general commercial Proposed use – residential development	Toll	Final "A" Map large lot parcels are consistent with General Plan and Montebello Hills Specific Plan land use designations.	Director of Planning	See Final Map Staff Report.	
3. Zoning: existing zoning - residential, agricultural, oil production district overlay (R-A-O) Proposed zoning - specific plan, oil production district overlay (SP-O)	Toll	Final "A" Map large lot parcels are consistent with Montebello Hills Specific Plan land use designations and zoning.	Director of Planning	See Final Map Staff Report.	
4. Proposed utility lines shall be underground.	Toll	Toll proposes to underground utility lines.	City Engineer	See Sheets 26-29 of Final "A" Map for easement details.	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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5. Gas service will be provided by the Southern California Gas Company. Gas lines will be underground.	Toll	Socal Gas Company will provide gas service and gas lines will be underground.	Southern California Gas Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
6. Electrical service will be provided by the Southern California Edison Company. All proposed electrical distribution lines will be placed underground, except for above ground equipment, transformers, pedestals, etc.	Toll	SCE will provide electrical service and electrical distribution lines will be underground except for the facilities indicated in Note 6.	Southern California Edison Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See SoCal Edison Will Serve Letter dated 5/3/2019.	
7. Telephone service will be provided by AT&T Communications. Telephone transmission lines will be underground, except for above ground equipment pedestals.	Toll	Telephone service will be provided by AT&T Communications. Transmission lines will be underground, except for above ground equipment pedestals.	AT&T Communications	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See AT&T Will Serve Letter dated April 29, 2019.	
8. Cable television services will be provided by Charter Communications. Cable transmission lines will be underground, except for above ground equipment pedestals.	Toll	Cable television services will be provided by Charter Communications. Cable transmission lines will be underground, except for above ground equipment pedestals.	Charter Communications	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See Charter Will Serve Letter Dated 11/16/2018.	
9. Domestic water and reclaimed water services will be provided by San Gabriel Valley Water Company. Water transmission lines will be underground.	Toll	San Gabriel Valley Water Company will provide domestic water and reclaimed water services. Water transmission lines will be underground.	San Gabriel Valley Water Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See San Gabriel Valley Water Company Will Serve letter dated May 1, 2019.	
10. Sanitary sewer service will be provided by and sewer lines will be owned by the City of Montebello Sanitary Sewage treatment will be provided by the county of Los Angeles Sanitation Districts, No. 2 and No. 15.	Toll	The City will provide sewer conveyance and LA Sanitation District No. 2 and No. 15 will provide wastewater treatment service.	City of Montebello and Los Angeles Sanitation Districts, No. 2 and No. 15	Public Sewer Improvements Plan dated June 2019 and County Sanitation Districts of LA County will serve letter dated April 24, 2019.	
11. Storm drain pipes will be owned and maintained by the City of Montebello and/or the	Toll	LA County Flood Control District will provide storm drainage system improvements	Catch basins-Subdivision's	Phase A Preliminary Grading Plan dated 4/25/19.	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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Council Los Angeles County Flood Control District. Catch basins will be maintained by the subdivision's homeowner association. Storm drain discharge pipes and facilities to be placed in the Whittier Narrows Dam Basin Area and in US Governmental Property are to be maintained by the Los Angeles County Flood Control District and the U.S. Army Corps of Engineers under permits and easements with these agencies.		and maintenance. The HOA will be responsible for maintaining project area detention basins. No discharge will occur to Whittier Narrows Dam Basin Area.	homeowner association Storm drain discharge pipes- Los Angeles County Flood Control District and the U.S. Army Corps Of Engineers		
12. Fire protection services will be provided by the City of Montebello Fire Department.	Toll	The Fire Department will provide fire protection services.	Montebello Fire Department	N / A (Title of Monitoring Report or Recording Document (if applicable))	
13. School services will be provided by the Montebello Unified School District.	Toll	MUSD will provide school services.	Montebello Unified School District	N / A (Title of Monitoring Report or Recording Document (if applicable))	
14. The developer will comply with energy conservation measures set forth in Title XXIV of the California Administrative Code.	Toll	The project will comply with Title 24.	Building Official	N / A (Title of Monitoring Report or Recording Document (if applicable))	
15. The approval of this map shall remain in force for a period of twenty-four (24) months.	Toll	Toll has timely filed the final map prior to the expiration of the VTTM term.	City Attorney	N / A	
16. The subdivider reserves the right to file multiple final maps for this Vesting Tentative Tract Map.	Toll	Toll intends to file multiple final maps.	City Engineer	See Final "A" Map.	
17. The subdivider reserves the right to re-configure and to add additional lots on the final tract map(s). The total number of developed dwelling units	Toll	Toll will address in the Final "B" Map	City Engineer	N / A	

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will not exceed 1,200 units.					
18. All proposed streets shown in the development are public streets, subject to change in the future. All public streets shall be maintained by the City of Montebello.	City of Montebello	The Final "A" Map identifies public streets.	Director of Public Works	See Final "A" Map.	
19. Maintenance of all non-residential lots shall be the responsibility of either a homeowners association, public agency, or private entity. (see sheet 3 for detailed breakdown)	Toll	An ownership exhibit identifies HOA maintained parcels.	Either (i) a HOA, (ii) a public agency, or (iii) a private entity	See Sheet 2 of Final "A" Map.	
20. Proposed utility locations and easements are approximate. Actual locations and easement widths will be reflected on the final map(s) and final improvement plans.	Toll	See sheet of Final "A" Map.	City Engineer	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
21. Existing easements that are located within, and that conflict with, the proposed development, shall be resolved with a re-location of easement-holder facilities, together with a quitclaim of the existing easements and a re-establishment of facilities and easements, where required.	Toll	Easements will be relocated within the development footprint and facilities will be that conflict with the proposed residences. Easements located in the Conservation Area do not conflict with the residential development and will remain to the extent existing facilities remain post-development.	Toll	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
22. All trails shown outside public street right-of-way will be located in an easement for pedestrian purposes.	Toll	Trails will be mapped as part of the Vesting Tentative "B" Map.	Toll	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
AIR QUALITY					
Measure AQ-1 The construction contractor shall ensure that off-road construction equipment engines utilize Tier 3 or better engines, or other equivalent methods approved by the CARB, to reduce air emissions. After January 1, 2015 all off-road diesel-	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	

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powered construction equipment greater than 50 horsepower (hp) shall meet the Tier 4 emission standards, at a minimum. In addition, if not already supplied with a factory-equipped diesel particulate filter, all construction equipment shall be outfitted with Best Available Control Technology (BACT) devices certified by CARB. Any emissions control device used by the Contractor shall achieve emission reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. Alternatively, the Lead Agency could rely on the Green Construction Policy used by LA County Metro or the ports of Los Angeles/Long Beach. These policies include provisions to “step down” from Tier 4 equipment to Tier 3 or Tier 2 if specified criteria are met.					
Measure AQ-2 The construction contractor shall ensure that all off-road construction equipment greater than 100 hp will be equipped with CARD Verified Level III catalysts or other equivalent methods such as Tier 4 engines, approved by the CARB, to reduce PM emissions at least 85 percent.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-3 The Applicant shall prepare and implement a Fugitive Dust Plan per SCAQMD guidelines including submission of a large operations notification (SCAQMD Form 403) to the Executive Office of the SCAQMD within seven days of qualifying as a large operation in accordance with SCAQMD Rule 403 — Fugitive Dust that shall include the following or other measures with the equivalent level of reduction: 1. Water shall be applied every 3 hours to disturbed areas within the project’s construction site. 2. Soil moisture shall be maintained at a minimum of 12 percent for earthmoving by use of a moveable sprinkler system or a water truck.	Project Applicant / Contractor	Prior to the issuance of grading permit and during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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Moisture content shall be verified either by lab sample or moisture probe. 3. The construction contractor shall re-establish ground cover through seeding and watering on those parts of the construction area that will not be disturbed for lengthy periods, generally defined as two or more months. 4. The construction contractor shall ensure that all trucks hauling dirt, sand, soil, or other loose materials be tarped with a fabric cover and maintain a freeboard height of 12 inches. 5. A pipe-grid trackout-control device shall be installed to reduce mud/dirt trackout from unpaved truck exit routes. 6. A gravel bed trackout apron (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes. 7. Paved interior roads shall be 100 feet long, 12-feet wide per lane and edged by rock berm or row of stakes, or add 4-foot shoulder for paved roads. 8. Maximum speed on unpaved roads shall not exceed 15 miles per hour (mph). 9. Chemical dust suppressant shall be applied to unpaved parking areas immediately upon observing visible dust emissions. 10. Construct three-sided enclosures with 50 percent porosity around storage piles. 11. Storage piles shall be watered by hand or covered when wind speeds exceed 25 mph. 12. Chemical soil stabilizers shall be applied on inactive construction areas (disturbed lands within construction projects that are unused for at least 4 consecutive days or					

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less if visible dust emissions are observed). 13. The Applicant shall appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation. 14. All excavating and grading operations shall cease when wind speeds (as instantaneous gusts) exceed 25 mph. 15. Streets shall be swept at the end of the day or whenever visible soil is carried onto adjacent public paved roads (recommend water sweepers with reclaimed water).					
Measure AQ-4 The construction contractor shall properly maintain all construction equipment as per the manufacturers' recommendations.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-5 Truck and off-road construction equipment idling shall be limited to no more than 5 minutes on and off-site in accordance with CARB regulations for In-Use Off-Road Diesel Vehicles.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-6 The construction contractor shall use coating and solvents with a VOC content equal to or lower than required under SCAQMD Rule 1113 (50 grams per liter [g/L] after 2014). The construction contractor shall use varying-pressure-low-volume (VPLV) paint applicators or other application techniques with equivalent or higher transfer efficiency.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-7 To reduce VOC emissions, construction shall minimize painting requirements, as follows: For common area facilities, the primary structure shall be constructed either with materials that do not require painting or with	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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pre-painted construction materials. This limitation shall not apply to appurtenances, accessories, trim or materials added to the main structure, including, but not limited to: trim, railings, wood corbels, accent shutters, wrought iron, decorative details (including wood posts or columns) or wood window trim surrounds. 2. For individual residences, the exterior shell of all residences or residential buildings shall be constructed either with materials that do not require painting or with pre-painted construction materials. All architectural details and trim, as described above, are exempt from this requirement. Accessories and appurtenances on residences that can be painted include all detail elements described or illustrated in drawings or photos for each of the architectural styles in the MHSP, Section 8, Design Guidelines.					
Measure AQ-8 The construction contractor shall ensure that construction activities will use electricity from power poles rather than temporary diesel or gasoline power generators.	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-9 Construction parking shall be configured to minimize traffic interference. In addition, the Applicant shall (a) provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site, (b) reroute construction trucks away from congested streets or sensitive receptor areas, and (c) improve traffic flow by signal synchronization.	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-10 Temporary traffic controls such as a flag person shall be provided by the construction contractor during all phases of construction to maintain smooth traffic flow.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	

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Measure AQ-11 The construction contractor shall ensure that deliveries associated with construction activities shall be scheduled for off- peak hours.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure AQ-12 Construction trucks shall avoid residential areas.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure AQ-13 The construction contractor shall implement an Employee Commute Reduction Program (ECRP) that follows the SCAQMD guidelines, and at a minimum shall provide incentives to workers to carpool to the construction site.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure AQ-14 Final design plans of the community facility (recreational facility and public park) and residential units shall indicate that “Energy Star” type criteria for building construction shall be utilized, including solar hot water heating for the community swimming pool, Energy Star lights and lighting fixtures, and Energy Star appliances, and heating, ventilation and air conditioning (HVAC) systems. Electric car charging stations for both non-residential and residential uses shall be installed to allow for charging of electric vehicles and NEV systems and to create a local “light vehicle” network, such as neighborhood electric vehicle (NEV) systems.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure AQ-15 Final design plans shall indicate that all fireplaces in the residential units shall use natural gas only. Outlets for electric and natural gas barbecues shall be provided at all residences.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-16 The Applicant shall provide bike paths along all arterial/collector roadways, and an enhanced pedestrian access, including sidewalks on both sides of streets and access to bus stop within 1/4 mile.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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Measure AQ-17 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measures: 1. The oil field operator shall install and maintain air quality emission control equipment consistent with the rules and regulations of the SCAQMD. 2. The oil field operator shall have a gas buster and a portable flare, approved by the SCAQMD, at the oil field and available for immediate use to remove any gas encountered during drilling operations. 3. The oil field operator shall have hydrogen sulfide and lower explosion limit (LEL) monitors at the drill rigs during drilling operations. 4. The oil field operator shall install a pressure monitoring system on all oil tanks. The monitoring system shall notify the operator via an alarm when the pressure in the tank gets within 10 percent of the tank relief pressure. 5. The oil field operator shall continue using an odor suppressant when loading and transferring material to the bioremediation farms. The bioremediation farms shall be removed as part of the grading activities, and shall not be present when the homes are occupied. 6. New equipment that is installed at the oil field shall be equipped with Best Available Control Technology (BACT) as required by the SCAQMD rules and regulations.	Project Applicant	Prior to the issuance of the first certificate of occupancy	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-18 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measure:	Project Applicant	Prior to the issuance of any certificate of occupancy	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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The oil field operator shall install air quality emission control technologies systems as required by the SCAQMD, including but not limited to vapor recovery systems that shall be located, installed, operated and maintained as required by the SCAQMD.					
BIOLOGICAL RESOURCES					
Measure BR-1 Prior to any ground disturbance, the grading limit line shall be surveyed, staked, and fenced under the supervision of the biological monitor. No native vegetation removal or grading shall occur outside of the project site, city right-of-way and off-site improvement area, or the impact area within the Reserve adjacent to Lincoln Avenue. Fenced impact limits shall include erosion control measures to minimize erosion and siltation during initial vegetation clearing/removal and project construction through the use of silt fencing, siltation basins, gravel bags, or other controls necessary to stabilize the soil in cleared or graded areas. Erosion control measures shall be installed prior to the onset of vegetation clearing/removal. These measures shall be maintained in good repair until the completion of project construction.	Project Applicant / Contractor / Biological Monitor	Prior to any ground disturbance	Monitor will prepare report for USFWS per Conservation Measure (CM) #21 of 2009 BO and will submit a copy to the Planning Director	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-2 The revegetation of 58.2 acres of coastal sage scrub on manufactured slopes of Phases A, B, and C would be initiated immediately (<i>i.e.</i> , within 6 months) following the grading of each phase and shall be conducted as described in the BO (USFWS 2009). An additional 0.9 acres of revegetation on connector roads would be completed following abandonment of the oilfield. In addition, the Applicant shall implement the conservation measures included in the BO for Montebello Hills Oil Field Operations and Habitat Restoration Project (FWS-LA-4077.6; USFWS 2007a). These measures shall provide 87.4 acres of created habitat and 78 acres of enhanced coastal sage scrub in the Reserve.	Project Applicant / Contractor	Revegetation: On manufactured slopes (<i>i.e.</i> , within 6 months) following the grading of Phases A, B, and C Creation: On natural slopes prior to and during construction Enhancement: On natural slopes prior to and during construction	CM #8 will be initiated within 6 months of grading and Biological Monitor will report monitoring findings to USFWS with copy of report to be provided to Director of Planning	(Title of Monitoring Report or Recording Document (if applicable))	

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of enhancement areas (approximately 78 acres) and creation areas (approximately 68 acres). Native vegetation within the enhancement areas shall be greater than 70 percent absolute cover and in the creation areas shall be greater than 50 percent absolute cover. In addition, native vegetation within creation areas shall be composed of approximately 30 percent California sagebrush, 10 percent coyote bush, 5 percent California encelia, and 5 percent comprised of California buckwheat (<i>Eriogonwn fasciculatum</i>) and 5 percent prickly pear cactus. b. Habitat Restoration Success Criteria for Vegetation Removal within Phase B – Vegetation clearing within Phase B grading areas can be initiated when the Reserve includes approximately 146 acres of CSS as a combination of enhancement areas (approximately 78 acres) and creation areas (approximately 68 acres). Native vegetation within the enhancement areas shall be greater than 70 percent absolute cover and in the creation areas shall be greater than 60 percent absolute cover. Native vegetation within creation areas shall be composed of approximately 35 percent California sagebrush, 10 percent coyote bush, 10 percent California encelia, and 5 percent each of buckwheat and prickly pear cactus. In addition, approximately 28 acres of CSS shall be revegetated on manufactured slopes that are created as part of Phase A grading. c. Impacts to potential cactus wren habitat in Phases A and B shall be mitigated through creation and/or revegetation of cactus scrub patches within already established coastal sage scrub restoration, including the Reserve and on			Director. See above.		

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graded slopes of Phase A, B, and C. Potential cactus wren habitat will ultimately include 8.5 acres. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Dodero (2008). Patches will be $\geq 3.3\text{m} \times 4.5\text{m}$, with at least one stand $\geq 1\text{m}$ in height, where cactus constitutes $\geq 40\%$ aerial cover. d. Habitat Restoration Success Criteria for Vegetation Removal within Phase C – The following criteria shall be met prior to vegetation clearing within Phase C grading areas: The Reserve includes approximately 146 acres of coastal sage scrub as a combination of enhancement areas (approximately 78.0 acres), and creation areas (approximately 68 acres), and the project site includes approximately 28 acres of revegetation on Phase A manufactured slopes. Native vegetation within the enhancement areas shall be greater than 75 percent absolute cover, in the creation areas shall be greater than 65 percent absolute cover, and Phase A manufactured slopes shall be greater than 60 percent absolute cover. Native vegetation within creation areas shall be composed of approximately 35 percent California sagebrush, 10 percent coyote bush, 10 percent California encelia, 5 percent California buckwheat, and 5 percent prickly pear cactus. Native vegetation with revegetation areas on Phase A					

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manufactured slopes shall be composed of approximately 30 percent California sagebrush, 10 percent coyote bush, 5 percent California encelia, and 5 percent each of buckwheat and prickly pear cactus. In addition, approximately 12 acres of CSS shall be revegetated on manufactured slopes created as part of Phase B grading. - The number of California gnatcatcher pairs within the Reserve, Southern Edge Drainage Improvement Project, and City Right-of-Way areas must be at least 35 pairs in the winter (<i>i.e.</i>, January or February) immediately prior to Phase C grading. If less than 35 pairs are observed, Phase C vegetation removal shall not proceed unless authorized by the USFWS in consideration of other information provided by the Applicant regarding the status of the California gnatcatcher in the action area. - The Applicant shall document California gnatcatcher occupation and nesting on manufactured slopes within the project site relative to other portions of the action area. The sampling design for evaluating nest success on manufactured slopes shall be approved by the USFWS prior to implementation. "Nesting success" is defined as one nest on any manufactured slope that produces one fledging. Based on this study the Applicant shall work with the USFWS to determine landscape measures that may be necessary to improve and					

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maintain the overall habitat value of scrub vegetation on manufactured slopes. Impacts to potential cactus when habitat in Phase C shall be mitigated through creation of approximately 2 acres of potential cactus when habitat creation and/or revegetation within already established coastal sage scrub restoration, within the Reserve, or Phase A and B manufactured slopes and/or Oil Operation slopes. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Doderio (2008). Patches will be $\geq 3.3\text{m} \times 4.5\text{m}$, with at least one stand $\geq 1\text{m}$ in height, where cactus constitutes $\geq 40\%$ aerial cover. The coverage of cactus within the enhancement and creation area implemented via modified mitigation measures BR-4c and BR-4d translates to a mature condition that would include approximately 27 acres of created cactus scrub habitat within the 261-acre Reserve. This is a net gain of approximately 7 acres (approximately 35%) over baseline conditions. e. Salvaged cactus will be used to create cactus patches on graded slopes following the completion of each grading phase. Cactus salvage shall be conducted in accordance with the methods suggested by Hamilton (2009) and Doderio (2008) as well as standard practices for salvage and nursery propagation of native cactus.					

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f. A total of 10 nest boxes will be constructed and stationed within revegetated cactus scrub patches to encourage cactus when nesting while the transplanted cactus matures prior to removal of cactus scrub vegetation in Phases A and B. Nest boxes will be designed with reference those used by Hamilton and Burger (2011) and described by Hamilton (2009). The location of nest boxes will be tracked by the project biologist and checked for occupancy concurrent with annual CAGN census requirements by the USFWS in the 2009 BO.					
Measure BR-5 The Applicant shall be responsible for maintenance and monitoring of the created habitat (87.4 acres) and revegetated habitat on manufactured slopes (58.2 acres) until the following criteria are met: a. No more than 5 percent absolute cover for non-native plant species as defined in the 2009 BO. b. 75 percent absolute cover of native species. c. At least 16 of the 30 native plants listed below shall occur at a greater than 1 percent absolute cover. • <i>Amsinckia menziesii</i> (common fiddleneck) • <i>Artemisia californica</i> (California sagebrush) • <i>Erigonum fasciculatum</i> (California buckwheat) • <i>Opuntia littoralis</i> (coast prickly pear) • <i>Encelia californica</i> (California encelia) • <i>Acmispon glaber</i> (=Lotus scoparius) (deerweed) • <i>Leymus</i> (=Elymus) <i>condensatus</i> (giant wild rye) • <i>Isocoma menziesii</i> (coastal goldenbush) • <i>Isomeris arborea</i> (bladderpod) • <i>Mimulus aurantiacus</i> (sticky	Project Applicant / Contractor	After installation of revegetated habitat and created habitat and performance criteria and other applicable conditions in the 2009 BO have been met per CM 11	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating grading of each phase and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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monkey flower) • <i>Rhus integrifolia</i> (lemonade berry) • <i>Eriophyllum confertiflorum</i> (golden yarrow) • <i>Malosma laurina</i> (laurel sumac) • <i>Baccharis salicifolia</i> (mulefat) • <i>Phacelia cicutaria</i> (caterpillar phacelia) • <i>Pseudognaphalium biolettii</i> (= <i>Gnaphalium bicolor</i>) (bicolored cudweed) • <i>Eschscholzia californica</i> (California poppy) • <i>Deinandra</i> (= <i>Hemizonia</i>) <i>fasciculata</i> (tarweed) • <i>Heteromeles arbutifolia</i> (toyon) • <i>Lasthenia glabrata</i> (goldfields) • <i>Layia platyglossa</i> (tidy tips) • <i>Lupinus nanus</i> (sky lupine) • <i>Poa secunda</i> (pine blue grass) • <i>Festuca</i> (= <i>Vulpia</i>) <i>microstachys</i> (small fescue) • <i>Salvia mellifera</i> (black sage) • <i>Salvia apiana</i> (white sage) • <i>Marah macrocarpus</i> (wild cucumber) d. The revegetation area should not be irrigated for at least one year prior to determining that the performance criteria have been met.					
Measure BR-6 The Applicant shall be responsible for maintenance and monitoring of the enhanced habitat (approximately 78.0 acres) until these areas contain a minimum of 75 percent absolute cover of native species and no more than 5 percent absolute cover of non native plants as defined in the 2009 BO. The non-wasting endowment fund (see BR-17) shall not be used for maintenance or monitoring in association with the Applicant's completion of these criteria.	Project Applicant / Contractor	After installation of revegetated habitat and created habitat and performance criteria and other applicable conditions in the 2009 BO have been met per CM 10(a)	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating grading of each phase and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-7 The Applicant shall retain a qualified biological monitor to conduct activities as specified in the measures below. The biological monitor must be	Project Applicant / Biological Monitor	At least seven days prior to construction, approval of USFWS of the authorized biologist(s), and notification to	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating	(Title of Monitoring Report or Recording Document)	

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knowledgeable of California gnatcatcher biology and CSS ecology [thus, familiar with the fauna of this area, including native sensitive and migratory bird species]. At least seven days prior to initiating project activities, the Applicant shall submit to the USFWS, in writing, the name(s), any permit numbers, and resumes of all proposed biological monitors. Proposed activities shall not begin until an authorized biologist has been approved by the USFWS and the name(s) of the authorized biologist(s) has been provided to the ACOE by the Applicant. The monitor shall have the authority to halt/suspend all activities that do not adhere to the USFWS's 2009 BO.		ACOE of the authorized biologist(s), and notification to USACE of the authorized biologist(s)	grading of each phase and will submit a copy to the Planning Director.	(if applicable))	
Measure BR-8 The biological monitor shall conduct a contractor education program for all personnel. This program shall emphasize the conservation of the California gnatcatcher and CSS species diversity [which includes all sensitive species, not only birds] during project construction and include: (a) the purpose of resource protection, (b) a description of the California gnatcatcher and its habitat, (c) the conservation measures that will be implemented in conjunction with project construction and (d) the general provisions of the FESA. Informative pamphlets and signage for fencing between the grading areas and the conserved areas shall be provided.	Project Applicant / Biological Monitor	Prior to construction and on an as-needed basis during construction	Biological Monitor shall submit report to USFWS documenting status of performance per CM 20 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-9 Copies of the USFWS 2009130 shall be furnished to the Contract Foreman and all contractors as applicable. The Contract Foreman is defined here as the party responsible for ensuring avoidance and minimization measures are implemented for a particular activity in accordance with the BO.	Project Applicant / Biological Monitor	Prior to construction per CM 21	Biological Monitor shall submit report to USFWS documenting status of performance per CM 21 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-10 Vegetation removal and clearing for the project shall occur between September 1 and February 15, outside the California gnatcatcher breeding season and most	Project Applicant / Biological Monitor	Prior to and during vegetation removal (between September 1 and February 15)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 24 in the 2009 BO and will submit a	(Title of Monitoring Report or Recording Document	

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				SOURCE	COMMENTS
native birds in southern California. All clearing of vegetation shall take place in the presence of a biological monitor. Prior to and during the initial clearing and grubbing of any CSS, or other suitable California gnatcatcher habitat, the biological monitor shall locate any individual California gnatcatchers on-site and direct operators to begin in an area away from the birds. In addition, the biological monitor shall walk ahead of clearing and grubbing equipment to flush birds towards areas of habitat that shall be avoided. During the course of vegetation removal, the biological monitor shall provide a monthly summary detailing the locations of California gnatcatchers within approximately 100 feet of active clearing activities and any observed behavioral response.			copy to the Planning Director.	(if applicable)	
Measure BR-11 Grading and contouring of perimeter slopes within 150 feet of staked grading limits shall occur between September 1 and February 15, outside the California gnatcatcher breeding season and raptor nesting season. If in the unlikely event that grading and contouring must occur within 150 feet of staked grading limits during the California gnatcatcher breeding season (between February 16 and August 31), the USFWS shall be contacted and a biological monitor shall conduct a survey to determine the presence of any nesting behaviors, nest building, egg incubation, or brood rearing activities. If nesting California gnatcatchers are detected within 100 feet of proposed grading or construction areas, California gnatcatcher nest monitoring shall be initiated and use of heavy equipment (scrapers, bulldozers, loaders, etc.) within 100 feet of active nests shall be postponed until the nest(s) are determined to be inactive. After the nest is confirmed to be inactive work can proceed. If operation of grading equipment results in nest abandonment, the ACOE and the USFWS shall be contacted immediately. The biological	Project Applicant / Biological Monitor	Between September 1 and February 15	Biological Monitor shall submit report to USFWS documenting status of performance per CM 25 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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monitor shall provide a monthly summary to the ACOE and USFWS detailing the locations of California gnatcatchers within approximately 150 feet of active grading or construction activities and any observed behavioral response.					
Measure BR-12 The following measures shall be implemented during project construction: - All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other such activities shall be restricted to designated areas within the fenced project impact limits. These designated areas shall be located in previously compacted and disturbed areas to the maximum extent possible in such a manner as to prevent runoff from entering existing native vegetation areas. These areas shall be clearly designated in the construction plans. - A water truck with adequate hoses for fire control shall be maintained on-site during all habitat clearing and construction activities. CSS within the likely dust drift radius of construction areas shall be periodically sprayed with water to reduce accumulated dust on the leaves as recommended by the biological monitor. - Smoking shall be allowed only in designated areas equipped with sand boxes for the disposal of cigarette butts. - Trash shall be stored properly (inaccessible to scavengers including crows and raccoons) and should be removed from the construction site on a daily basis. - Dogs shall not be permitted on the construction site.	Project Applicant / Biological Monitor	Verify during final plans and during construction	Biological Monitor shall submit report to USFWS documenting status of performance per CM 23 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-13 Surveys for the California gnatcatcher shall be conducted annually from 2009 through 2015 following the methods in NRC (2005) or other protocols as	Project Applicant / Biological Monitor	California gnatcatcher surveys: Conducted annually from 2009 through 2015, and then conducted once every	Biological Monitor shall submit report to USFWS documenting status of performance per CM 17 in the 2009	(Title of Monitoring Report or Recording Document)	

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approved by the USFWS. Per the BO, and under the Long Term Management Plan (LTMP), surveys shall be conducted once every three years following Phase C construction. With regards to the Off-Site Improvement Area, the Applicant, in order to ensure the proposed project will not result in unanticipated adverse effects to least Bell's vireo, shall restrict the clearing of vegetation to the time period between September 1 and February 15 to avoid the majority of the vireo nesting season. A qualified biologist shall conduct a survey to confirm the presence or absence of vireo within 150 feet of the Off-Site Improvement Area prior to initiating vegetation clearing or construction during the least Bell's vireo breeding season. Should nesting vireos be observed within 150 feet of proposed activities, USFWS shall be contacted for further direction (i.e., to help determine whether consultation should be reinitiated to address effects on the least Bell's vireo).		three years following Phase C construction Off-Site Improvement Area: Prior to vegetation clearing or construction (between September 1 and February 15)	BO and will submit a copy to the Planning Director.	(if applicable))	
Measure BR-14 Brown-headed cowbird trapping shall be conducted by the Applicant annually, as necessary, until such time as management responsibilities for the Reserve are transferred to a management entity. The management entity shall continue cowbird trapping, as necessary, using funds specifically allocated for this purpose (including funding for a minimum of two traps annually) as part of the approved non-wasting endowment fund (see BR-17). Cowbird trapping shall be initiated when this species is observed in any abundance. The trapping program shall be designed to minimize and avoid nest parasitism on California gnatcatchers within the project site.	Project Applicant / Management Entity / Biological Monitor	Applicant: Annually, as necessary (when species is observed in any abundance), until management responsibilities are transferred to a management entity Management Entity: Minimum of two traps annually, as necessary (when species is observed in any abundance)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 18 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-15 A 10.6-acre fuel modification zone (not considered a part of coastal sage scrub creation) shall be revegetated with coastal sage scrub species approved for use in such areas, as listed in the 2009 BO, and should include no less than 2 acres of	Project Applicant / Contractor / Biological Monitor	Fuel modification zone revegetation following construction activities in this zone in accordance with the 2009 BO Fuel modification zone vegetation maintenance	Biological Monitor shall submit report to USFWS documenting status of performance per CM 19 in the 2009 BO and will submit a copy to the Planning	(Title of Monitoring Report or Recording Document (if applicable))	

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potential cactus wren habitat. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Doderio (2008). Patches will be $\geq 3.3\text{m} \times 4.5\text{m}$, with at least one stand $\geq 1\text{m}$ in height, where cactus constitutes $\geq 40\%$ aerial cover. Vegetation maintenance within the fuel modification zone shall occur as follows: - Vegetation clearing/tree trimming/pruning (with the exception of hand-weeding of non-native vegetation) shall occur between August 31 and February 14. A biological monitor shall be present and responsible for flushing California gnatcatchers out of harm's way and towards adjacent undisturbed habitat. - Hand-weeding of non-native vegetation may occur, in the presence of a biological monitor, during any time of the year. During the period from February 15 to August 30, the biological monitor shall conduct surveys for individual nests, prior to non-native vegetation removal and ensure that no weeding occurs within 100 feet of any active nest.		activities: (1) Vegetation clearing/tree trimming/pruning to occur Between August 31 and February 14; (2) Hand-weeding of non-native vegetation to occur any time of the year; and (3) Nesting surveys prior to non-native vegetation removal to occur from February 15 to August 30	Director.		
Measure BR-16 The Applicant shall submit a draft LTMP for the Reserve to the USFWS. An LTMP provides information and guidance about the formation and management of the Reserve and describes assurances that the area shall be effectively managed in perpetuity. The LTMP outlines the legal protection, funding, responsibilities and ongoing programs designed to ensure that habitat values for the California gnatcatcher are preserved in perpetuity. The Applicant shall submit a more detailed draft LTMP with an itemized cost list (including adequate contingency funds) for a non-wasting endowment fund to implement the LTMP to the USFWS and the ACOE for approval at least 120 days prior to the	Project Applicant / Land Manager or Other Appointee	Minimum of 120 days prior to vegetation clearing or ground disturbing activities, and approval of USFWS and USACE prior to vegetation clearing or ground disturbing activities	Biological Monitor shall submit report to USFWS documenting status of performance per CM 14 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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planned date of initiating vegetation clearing or ground disturbing activities within the project site. The USFWS will provide comments within 60 days of submittal of the draft LTMP. The Applicant shall submit to the USFWS and the USACE the final framework LTMP including separate finalized costs for managing the entire 260.6 acre Reserve for approval prior to initiating vegetation clearing or ground disturbing activities within the project site. The 2009 BO provides additional details with respect to the nature and timing of funding (see Conservation Measures 14 —15). The LTMP shall include, but is not limited to, the following actions to be completed by the land manager or other appointee: a. Conducting inspections of infrastructure and habitat. b. Controlling unauthorized human access to habitat areas. c. Maintaining gates, fencing and signs around the Reserve. d. Conducting habitat management in the Conservation Area (including repairing and revegetating manufactured slopes) as necessary to maintain no less than 65 percent absolute cover of native species (including dormant plants) and no more than 5 percent absolute cover of non-native plant species as defined in the 2009 BO. Sampling efficacy (<i>e.g.</i>, number of plots) will ensure that these values fall within 90 percent confidence intervals of sample means. e. Conducting trash removal. f. Removing feral and domestic animals (<i>i.e.</i>, dogs and cats) from the Reserve. g. Conducting cowbird trapping as necessary. Cowbird trapping is considered necessary if cowbirds are detected in the Reserve. h. Conducting surveys for the					

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California gnatcatcher and nesting raptors once every three years after 2015 following the methods in NRC (2005). See BR-13 above for survey requirements until 2015. i. Submitting an annual report of management and monitoring activities to the ACOE and USFWS. j. Preparing educational material for homeowners including discussions of expected wildlife, the importance of pet control, and prohibited activities in the Reserve. k. Implementation of adaptive management strategies and practices to meet the LTMP goals and objectives, as necessary, and as can be accomplished within the management budget established for the endowment.					
Measure BR-17 Monitoring and management of the Reserve in perpetuity shall be assured by the Applicant in two phases. The Applicant shall submit to the USFWS and the ACOE an instrument demonstrating financial commitment and responsibility to provide the approved non-wasting endowment fund (<i>i.e.</i>, a bond or Letter of Credit) as identified in the LTMP for the 170.4 acre Conservation Area prior to the start of any vegetation removal within Phase A. The endowment fund security shall be held by an agent approved by the USFWS and ACOE. The amount of money required to manage the remainder of the Reserve (approximately 90.2 acres) as identified in the LTMP shall be secured (<i>i.e.</i>, with a bond or Letter of Credit) and held by an agent approved by the USFWS and ACOE prior to the start of any vegetation removal within Phase C.	Project Applicant	Prior to vegetation removal within Phase A (for the 170.4 acre Conservation Area) Prior to vegetation removal within Phase B (for remainder of the Reserve)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 14 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-18 The non-wasting endowment shall be transferred to an independent agency approved by the USFWS and the ACOE to fund implementation of the LTMP in	Project Applicant / Land Manager or Other Appointee	As specified in LTMP	Biological Monitor shall submit report to USFWS documenting status of performance per CM 15 in the 2009 BO and will submit a	(Title of Monitoring Report or Recording Document)	

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perpetuity. A separate land manager distinct from the agent holding the endowment, unless approved otherwise by the USFWS, shall be responsible for implementing the actions identified in the LTMP with funds distributed from the endowment. The Applicant shall be responsible for implementing the management actions identified in the LTMP until such time as the endowment is transferred to the approved agent and funds are distributed to the land manager or other appointee and all other applicable pre-conditions in this Section have been met. The costs identified for managing the Reserve will likely be in 2009 dollars. The endowment for managing the Reserve may not be created for several more years and up to 2025. Thus, the cost identified in the LTMP for managing the Reserve shall be adjusted annually for inflation to reflect the percentage change in the consumer price index until the endowment is transferred to the approved agent.			copy to the Planning Director.	(if applicable))	
Measure BR-19 The Applicant shall place a conservation easement over the 260.6 acre Reserve in two phases. The conservation easement shall include provisions for continued oil field operations as described in USFWS (2007) until the oil field is abandoned. Initially, the easement will cover approximately 170.4 acres within the Conservation Area. An irrevocable offer of dedication covering the easement area shall be provided to USFWS for review and approval prior to vegetation removal for Phase A. The conservation easement, after review and approval by the USFWS, shall be recorded prior to the issuance of any Certificates of Occupancy for Phase A residential areas or at, the latest, within 5 years of vegetation removal for Phase A. A second easement, after review and approval by the USFWS, shall be recorded to cover the remaining Reserve areas including 57 acres in the project site, 25.5 acres within the Oil Operations Area, and the 7.7-acre Southern Edge Drainage Improvement	Project Applicant	Prior to vegetation removal for Phases A and B and upon approval of USFWS of an irrevocable offer of dedication covering the conservation easements Prior to the issuance of any Certificates of Occupancy for Phases A and B residential areas or at, the latest, within 5 years of vegetation removal for Phases A and B and recording of the conservation easements per approval of USFWS	Biological Monitor shall submit report to USFWS documenting status of performance per CM 16 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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Area. An irrevocable offer of dedication covering the new easement area shall be provided to the USFWS for review and approval prior to vegetation removal for Phase C and would be recorded prior to the issuance of any Certificates of Occupancy for Phase C or at the latest within 5 years of vegetation removal for Phase C.					
Measure BR-20 In addition to surveys and ongoing monitoring identified in BR-7 through BR-13, a focused survey for active breeding birds, including raptors, shall be conducted prior to removal of any trees or other structures and vegetation that have the potential to support bird nests. In addition, to ensure compliance with the MBTA, pre-grading surveys shall be conducted for breeding birds, including raptors, within 150 feet of proposed grading. Grading shall not commence within 150 feet of any active nests until a qualified biologist has determined that nesting is completed and young from the nest have fledged.	Project Applicant / Biological Monitor	Prior to removal of any trees or other structures and vegetation that have the potential to support bird nests Prior to grading (and if active nests are found within 150 feet of proposed grading, then after the nesting have been completed and young from the nests have fledged)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 13 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-21 Prior to any construction activities that affect Waters of the U.S., the Applicant shall offset permanent impacts to 0.474 acre of waters of the U.S. (none of which consists of jurisdictional wetlands) through an in-lieu fee payment to an appropriate in-lieu fee program at a minimum of a 1:1 mitigation-to-impact ratio. Identification of the in-lieu fee program shall be made in consultation with the City and ACOE and shall be established prior to issuance of a grading permit for those portions of the project site in which waters of the U.S. are located. Permanent impacts to approximately 3.619 acres of CDFW jurisdiction, including 3.300 acres of vegetated riparian habitat, shall be mitigated through issuance of a Section 1602 SAA between the Applicant and CDFW. The City shall be provided with a copy of a valid Section 1602 SAA prior to issuance of a grading permit for	Project Applicant	All state and federal permits will be provided prior to project grading within areas of applicable agency jurisdiction. Prior to construction activities that affect Waters of the U.S. and prior to issuance of a grading permit (upon issuance of Section 1602 SAA) All on-site restoration work shall be commenced prior to the issuance of a certificate of occupancy for any home within the phase of grading creating the impacts Restoration areas will be maintained and monitored for a period	Biological Monitor shall submit report to USFWS and USACE documenting status of performance with a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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areas that contain streambed and riparian areas under the regulation of the CDFW. Mitigation for anticipated impacts to jurisdictional streambeds will include in-lieu fee payment to an appropriate in-lieu fee program at a minimum of a 1:1 mitigation-to-impact ratio. The in-lieu fee program and the timing of such payments to the in-lieu fee program shall be included as conditions in the Section 1602 SAA. Temporary impacts to 0.386 acre of CDFW jurisdiction, including 0.333 acre of riparian vegetation, will include restoration of 0.386 acres of mulefat scrub and willow riparian scrub vegetation on-site. Restoration areas will be re-contoured and planted with native species including mulefat, willows, and other species requested by the USACE and CDFW. All on-site restoration work shall be commenced prior to the issuance of a certificate of occupancy for any home within the phase of grading creating the impacts. Such restoration areas will be maintained and monitored for a period of five years following planting or until the areas achieve performance criteria defined by the Agency permits. If no appropriate in-lieu fee program or mitigation banks are available, then a minimum of 0.474 acres of ephemeral Waters of the U.S. and 3.619 acres of riparian habitat will be enhanced or restored at an appropriate location off-site.		of five years following planting or until the areas achieve performance criteria defined by the Agency permits			
CULTURAL RESOURCES					
Measure CR-1 Following vegetation clearing, the project site shall be resurveyed by a qualified paleontologist to determine if additional significant paleontological resources exist. If significant paleontological resources are discovered, they shall be professionally recorded, collected, identified, and curated into an appropriate museum repository.	Project Applicant / Paleontological Monitor	Following vegetation clearing	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-2 A qualified paleontological monitor shall be present during excavation activities in	Project Applicant / Paleontological Monitor	During excavation activities	Planning and Community Development /		

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areas identified as having a high paleontological sensitivity which are likely to contain paleontological resources. The monitor will be equipped to salvage fossils and/or matrix samples as they are unearthed in order to avoid construction delays. The monitor shall be empowered to temporarily halt or divert construction equipment in the area of a find in order to allow removal of abundant or large specimens. The paleontological monitor shall also have the discretion in determining whether part-time or full-time monitoring is needed.			Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-3 Because underlying sediments may contain abundant fossil remains that can only be recovered by a screening and picking matrix; these sediments shall occasionally be spot-screened through one-eighth to one-twentieth-inch mesh screens to determine whether microfossils exist. If microfossils are encountered, additional sediment samples (up to 3 cubic yards) shall be collected and processed through one-twentieth-inch mesh screens to recover additional fossils.	Project Applicant / Paleontological Monitor	Ongoing verification during grading and excavation	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-4 All recovered paleontological specimens will be prepared to a point of identification and permanent preservation, including washing of sediments to recover small specimens, shall be conducted. Identification and full curation of all specimens into an established, accredited museum repository with permanent retrievable paleontological storage is required. In addition, a report of findings with an appended and itemized inventory of specimens shall be prepared.	Project Applicant / Paleontological Monitor	During and after construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-5 A qualified archaeologist shall be consulted if additional resources are discovered during grading of the proposed project, whether they are previously unknown or associated with	Project Applicant / Archaeological Monitor	In the event that additional archaeological resources are discovered during grading	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	

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cultural resources referenced in the Cultural Resources Assessment. The archaeologist will evaluate the find for significance and make recommendations for its treatment. If any archaeological discoveries are made along or within the vicinity of the eastern perimeter of the project site, said discoveries should be carefully inspected to determine possible association with Mission Vieja.					
Measure CR-6 During vegetation clearing in areas with a higher probability of containing intact archaeological resources such as ridge tops and canyons, a qualified archaeologist shall be present to monitor for archaeological resources.	Project Applicant / Archaeological Monitor	During vegetation clearing	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-7 In the event an archaeological site is identified, the site will need to be evaluated for significance. This may require the initiation of an archaeological testing program that would include the recordation of artifacts and controlled removal of the materials, as well as sampling of the area surrounding the find to delineate its horizontal extent. If the find is determined to be significant or a unique archaeological resource, a data recovery program shall be initiated to recover an adequate sample from the site to mitigate any impacts by the project to less than significant.	Project Applicant / Archaeological Monitor	In the event an archaeological site is identified	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-8 In the event of an accidental discovery of any human remains in a location other than a dedicated cemetery, the steps and procedures specified in Health and Safety Code 7050.5, State CEQA Guidelines 15064.5(d), and Public Resources Code 5097.98 shall be implemented. Specifically, in accordance with Public Resources Code (PRC) Section 5097.98, the Los Angeles County Coroner shall be notified within 24 hours of the discovery of potentially human remains. The Coroner shall then determine within two working days of being notified if the remains are subject to his or her	Project Applicant / Contractor	In the event of an accidental discovery of any human remains in a location other than a dedicated cemetery	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) by phone within 24 hours, in accordance with PRC Section 5097.98. The NAHC shall then designate a Most Likely Descendant (MLD) with respect to the human remains within 48 hours of notification. The MLD shall then have the opportunity to recommend to the property owner or the project proponent means for treating or disposing of, with appropriate dignity, the human remains and associated grave goods within 24 hours of notification. Whenever the NAHC is unable to identify a MLD, or the MLD fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the MLD and the mediation provided for in subdivision (k) of PRC Section 5097.94 fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall re-inter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.					
GEOLOGY AND SOILS					
Measure G-1 The City of Montebello and the County of Los Angeles have adopted a number of existing codes and policies pertaining to geology and soils that would serve to mitigate the impacts of the proposed project. During final design, applicable current codes and policies will be incorporated into the project design as follows: Grading operations and construction shall be conducted in conformance with the applicable County of Los Angeles Grading Manual, or consistent with the recommendations included in geotechnical reports for this	Project Applicant / Contractor	During final design and verified during construction	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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project. - The building and seismic design shall be in accordance with the 2007 California Building Code. - The abandonment of septic tanks, leech field, and seepage pits, if encountered during grading, shall be performed in accordance with the Uniform Plumbing Code requirements.					
Measure G-2 Potential seismic hazards related to liquefaction and earthquake induced landslides shall be evaluated and mitigated in accordance with the State of California Division of Mines and Geology, Seismic Hazard Mapping Act (Special Publication 117).	Project Applicant / Contractor	During final design and verified during construction	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-3 Prior to final design, the geotechnical consultant shall perform additional explorations (including those described in the PGIR) at the site to characterize the geology in specific areas at a design level of detail. The data collected will be used as appropriate to refine slope stabilization techniques and project recommendations during the final design process. The data will be presented in future 40-scale grading plan review reports.	Project Applicant / Geotechnical Consultant	Prior to final design	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	<u>Report re: Geotechnical Investigation and Review of 40 Scale Mass Grading Plan for Phase A of Montebello Hills Development performed by NMG Geotechnical, Inc.</u> (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-4 Detailed geotechnical investigation reports for each rough grading plan shall be submitted with engineered grading plans to provide a design and/or construction level evaluation of faults, subsidence, slope stability, settlement, foundations, grading constraints, liquefaction potential, expansion potential, issues related to shallow groundwater and other soil engineering design conditions and provide site-specific recommendations to mitigate these issues/hazards. The geotechnical reports shall be prepared and signed/stamped by a Registered Civil	Project Applicant / Registered Civil Engineer and Certified Engineering Geologist	Prior to final design	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	<u>Report re: Geotechnical Review of Verdura Retaining Wall Plan and Design Report by NMG Geotechnical, Inc.; Report re: Geotechnical Response to City of Montebello Review Comments by NMG Geotechnical, Inc</u> (Title of Monitoring Report or Recording Document (if applicable))	

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Engineer specializing in geotechnical engineering and a Certified Engineering Geologist. Geotechnical rough grading plan review reports shall be prepared in accordance with the County of Los Angeles Geotechnical Report Manual and the Grading Code and Guidelines.					
Measure G-5 Prior to the issuance of grading permits, grading level details of the proposed cut and fill slopes shall be evaluated for stability, per County of Los Angeles Grading Code and Guidelines. The hillside areas shall be evaluated on a site-by-site basis to assess the gross and surficial stability and any design or construction level adjustments or stabilization features needed to implement the development. If these hillsides have adverse bedding conditions, shear keys or buttresses will be constructed to stabilize them.	Project Applicant / Contractor	Prior to issuance of grading permit	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	<u>VTM 70420 Montebello Hills Phase A Preliminary Grading Plan</u> (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-6 During final design, additional precise grading plan review studies would be necessary once civil engineered grading plans become available, to demonstrate conformance with the performance standards as listed in the County of Los Angeles Grading Guidelines.	Project Applicant	During final design	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-7 Prior to or during grading, specific locations of significant vegetation, miscellaneous trash, the abandoned buildings, and gas plant; concrete structures; non-functioning, abandoned pipelines; pipelines to be abandoned; and other deleterious materials shall be identified and removed and disposed of offsite.	Project Applicant / Contractor	Prior to or during grading	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-8 During site preparation, per the County of Los Angeles Grading Code and Guidelines, grading and earthwork shall be performed under the observation of a Registered Civil Engineer specializing in Geotechnical Engineering in order to evaluate removal of unsuitable material,	Project Applicant / Contractor / Registered Civil Engineer	During site preparation	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
achieve proper sub-grade preparation, selection of satisfactory fill materials, placement and compaction of structural fill, stability of finished slopes, design of buttress fills, subdrain installation and incorporation of data supplied by the engineering geologist.					
Measure G-9 During site preparation and throughout grading, per the County of Los Angeles Grading Code and Guidelines, grading and earthwork shall also be performed under the observation of a Certified Engineering Geologist to provide professional review and written approval of the adequacy of natural ground and/or remedial removal bottoms for receiving fills, the stability of cut slopes with respect to geological matters, and the need for subdrains or other groundwater drainage devices. The geologist shall geologically map the exposed earth units during grading to verify the anticipated conditions, and if different, provide findings to the geotechnical engineer for possible design modifications.	Project Applicant / Contractor / Certified Engineering Geologist	During site preparation and throughout grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-10 Prior to or during grading, the five onsite monitoring wells shall be abandoned in accordance with the Los Angeles County Health Care Agency guidelines.	Project Applicant / Contractor	Prior to or during grading	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-11 During site preparation and grading, verification and refinement of actual geotechnical conditions during grading and slope stabilization is needed. Geotechnical observation and testing shall be conducted during grading at the following stages: • Following clearing and grubbing, prior to site processing or fill placement. • During and following cutting of slopes, remedial removals of unsuitable material, excavation of slope	Project Applicant / Contractor	During site preparation and grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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stabilization measures and overexcavation/capping. • During installation of subdrains. • During fill placement. • During and after excavations for storm-drain structures. • During backfill of storm-drain improvements. • When any unusual or unexpected geotechnical conditions are encountered during grading and construction.					
Measure G-12 Dewatering, through the use of sump pumps, may be required during grading of the deeper shear keys. The contractor will coordinate with the City of Montebello and other appropriate agencies for discharge requirements.	Project Applicant / Contractor	During grading of the deeper shear keys	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-13 Grading and excavation will be performed in accordance with the General Earthwork and Grading Specifications contained in Appendix G of the PGIR. In particular: • After completion of acceptable remedial removals, the approved bottom shall be scarified, moisture-conditioned and recompact prior to placement of fill. • Fill shall be placed in nearly horizontal lifts less than 8 inches in loose thickness, moisture-conditioned and compacted to a minimum 90 percent of the maximum density. • Fills placed against ground sloping more than 5:1 (H:V) shall be keyed and benched into competent	Project Applicant / Contractor	During grading and excavation	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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material. - In areas of fill deeper than 40 feet, the fill below this level shall be compacted to a minimum of 93 percent relative compaction unless, in accordance with page 23 of the geotechnical report for this project, additional project specific data and analysis are presented to demonstrate to the satisfaction of the City that 90 percent relative compaction is sufficient. - On-site materials which are relatively free of deleterious substances shall be suitable for use as compacted fill. - The appropriate representative will be available during grading, as determined by the City engineer or designee, to evaluate hydrocarbon impacted soils and direct the contractor on proper placement of the impacted soils in accordance with the Remedial Action Plan and the Soil Management Plan. - If oversize rock materials are generated during grading, the contractor may break the rock into fragments less than 12 inches in largest dimension. Oversize material would require special handling and placement in deeper fills. Rocks over 12 inches in size may be placed in the deeper fills at the site (deeper than 10 feet below finish grade or 2 feet below the deepest utility) in accordance with the specifications in the PGIR.					

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- Recycled materials (concrete and asphalt) may be incorporated into the fill, but should be dispersed throughout the fill bodies. They should be placed below a depth of 10 feet or 2 feet below the deepest utility. - Slope faces shall be compacted to a minimum of 90 percent relative compaction.					
Measure G-14 The following over excavation measures will be implemented during grading: - In order to help mitigate the differential earth materials underlying and help mitigate potential effects of sympathetic movement along bedding planes or faults during an earthquake, design cut areas of residential pads shall be over excavated a minimum of 10 feet to provide a uniform thickness of fill over the building pad areas. - Future building areas that expose sheared bedding, significant clay beds or clayey faults that dip more than 30 degrees from horizontal shall be provided with multiple (2 to 3) layers of geogrid spaced every 1 to 1.5 feet near the bottom of the fill cap. - The eastern-most planned water tank pad at the northwestern tank site shall be over excavated a minimum of 15 feet due to anticipated differential fill thicknesses and the potential for differing subsurface conditions. - The southern tank site shall be over excavated	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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to a minimum depth of 5 feet to provide a uniform fill cap. - In the street and parkway areas, bedrock shall be over excavated a minimum of 3 feet below finish <i>grade</i>. - The water quality basins shall also be overexcavated to a minimum depth of 5 feet and replaced with compacted fill. - If natural hydrocarbon-bearing bedrock is exposed at or near finish grade, the Remedial Action Plan will provide the recommended depth of over excavation based on the screening levels established in the Remedial Action Plan.					
Measure G-15 The following remedial removal measures will be implemented during grading: - Unsuitable earth materials shall be removed prior to placement of proposed fill. - Uncertified fills onsite shall be entirely removed within 1H:1V influence zones of residential structures. - Estimated removal depths generally vary from 5 to 35 feet from existing grades. Actual depths and lateral limits shall be determined in the field during grading by the geotechnical consultant. - Removal bottoms shall expose competent material. - Fill/bedrock contacts within thirty vertical feet of the design surface shall be no steeper than	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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1.5H:1V.					
Measure G-16 Prior to final design, significant changes to the subject grading plan may also create the need for additional exploration and/or geotechnical analyses. Future grading plans and any revisions/changes to the current plan for the proposed site development shall be reviewed and accepted by the City engineer or designee prior to grading. Geotechnical reports with recommendations specific to engineering grading plans and proposed residential development shall be issued once construction level plans are available.	Project Applicant / City Engineer or Designee	Prior to final design Approval by City Engineer or Designee of future grading plans and any revisions/changes to current plan prior to grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-17 The following slope-stabilization measures will be refined during final design and implemented during grading: - Buttresses and shear keys are recommended throughout the site on the order of 35 to 70 feet wide by 10 to 20 feet deep to provide a minimum Factor of Safety (FOS) of 1.5. The recommended shear keys and buttresses have been designed with a 1:5H:1V to 2H:1V backcuts and would vary from 60 to 170 feet in height. - Stabilization fill keys are recommended for cut slopes that are grossly stable, but are subject to erosion or surficial instability. The stabilization fill keys typically range between 15 to 30 feet wide and 5 to 10 feet deep. - Side hill fill keys are locally recommended along daylight cut conditions to help mitigate the potential effects of slope creep of the weathered materials. The preliminary design for these	Project Applicant / Contractor	During final design and during grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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keys is 30 feet wide by 20 to 30 feet deep. The keys shall be constructed with a 1.5H:1V slope ratio backcut and a 1H:1V slope ratio frontcut. An alternative to side hill fill keys would be a structural setback from the top of slope/hillside. Fill keys are recommended at the toes of planned fill slopes and fill over cut slopes. Fill keys shall be excavated a minimum of 2 feet into competent material and be a minimum of 15 feet wide with a 1-foot tiltback at the heel of the key. - The existing slope at Lincoln Avenue is stable as designed at a 1.5H:1V slope ratio. Due to the presence of overhead power lines at the existing toe of the slope, a 15- to 20-foot-wide bench is also provided along the toe of the slope. In addition, planned landscaping shall be established as soon as practical following completion of the slope to prevent erosion and shallow sloughing of the slope face. - Where the proposed MSE walls would be placed on fill slopes, the front of the key bottom shall extend at minimum to a point defined by a 1H:1V projection down from the toe of the wall. The front cuts for fill keys shall be made at a 1H:1V slope ratio or flatter.					
Measure G-18 The following recommendations pertaining to subdrains will be implemented during grading: Subdrains for fill slopes, stabilization fills,	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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sidehill keys and canyon fills shall be designed and constructed in accordance with the minimum recommendations provided in Appendix G of the PGIR. - Canyon-type subdrains shall be a minimum of 9 cubic feet per linear foot with a 6-inch collection pipe and should be placed on the removal bottoms of the canyons prior to placement of fill. The pipe diameter may be decreased to 4 inches in diameter where the run of the subdrain does not exceed 500 linear feet. - Backdrains for fill slopes, stabilization fills and sidehill keys shall be a minimum of 4 cubic feet per linear foot with a 4-inch collection pipe and located at 30-foot-vertical intervals with outlets every 100 feet through the slope face. Within the keyway excavations, backdrains shall be placed as low as possible on the backcut.					
Measure G-19 Prior to construction, installation of surface monuments is recommended to monitor settlement in areas of relatively deep fill. Monuments should be surveyed twice a month until settlement trends are established and then monthly thereafter until the geotechnical consultant determines that no additional surveyed monument monitoring is needed. Monuments shall be installed as soon as possible after reaching design grades.	Project Applicant / Contractor / Geotechnical Consultant	Prior to construction Monuments Monitoring: Survey twice a month until settlement trends are established, then monthly thereafter until Geotechnical Consultant determines no further monitoring is needed Monuments Installation: As soon as possible after reaching design grades	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-20 During and after construction, maintenance of adequate surface drainage, proper disposal of runoff water and control of irrigation are	Project Applicant / Contractor Future Homeowners Association /	During and after construction Drainage devices maintenance during	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document)	

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recommended to help reduce the potential for future moisture-related problems. Ponding of water on the structural pads shall not be allowed. In addition, positive surface drainage shall be provided to direct runoff away from slopes and structures and toward streets or suitable drainage devices. These devices should be maintained and periodically cleaned out. Depending upon the location of the drainage devices, the maintenance should be implemented by the future Homeowners Association (HOA), the individual homeowners, the City of Montebello, or by a non-profit organization.	Individual Homeowners / City of Montebello / Non-Profit Organization	operation		(if applicable))	
Measure G-21 During and after construction, permanent manufactured slopes shall be protected from erosion by planting with appropriate ground cover or by placing suitable erosion protection. These measures shall be applied prior to the rainy season. Proper drainage shall be designed and maintained to collect surface waters and direct them away from slopes.	Project Applicant / Contractor	During and after construction	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
HAZARDS AND HAZARDOUS MATERIALS					
Measure HM-1 Prior to issuance of grading permits, the project contractor shall prepare to the satisfaction of the City a traffic control plan for construction activities, which assures that traffic flow is maintained. The plan shall include, at a minimum, a detour plan which will help facilitate traffic flow, construction truck access points and routes, and shall also include any other construction operation traffic features necessary to maintain traffic flow.	Project Applicant / Contractor	Prior to issuance of grading permits	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-2 Prior to issuance of the precise grading permits for each construction phase, a copy of the DOGGR approved construction site review plan shall be submitted to the City Building Department. The DOGGR approved construction site review plan shall meet the following standards: all wells within	Project Applicant / Contractor	Prior to issuance of the precise grading permits for each construction phase	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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each construction phase footprint shall be located prior to the start of grading activities. To mitigate for any possible disruption of abandoned wells during excavation and grading and to assure that no abandoned wells are leaking, all of the abandoned wells within each construction phase footprint shall be tested for leaks and soil gas testing shall be conducted in the vicinity of all abandoned wells at the completion of grading within each construction phase. Any wells that are determined to be leaking shall be re-abandoned to the current DOGGR standard.					
Measure HM-3 Methane vapor barriers and passive vent systems shall be installed for all residential and public buildings to prevent hazards posed by any potential migration/intrusion of hydrocarbon or other vapors into structures. The design and installation of the methane vapor barriers and passive vent systems shall be certified by a Methane Barrier Inspector who has a valid qualified inspector manufacturer's certification for at least one of the methane barrier products used for the development. The certification for the methane vapor barriers and structures shall be submitted to the City Building Department prior to issuance of certificates of occupancy.	Project Applicant / Contractor / Methane Barrier Inspector	Prior to issuance of certificates of occupancy	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-4 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall be responsible for their fair share (not to exceed 10% of the total cost of preparing the modification to the Plan to expand it to include the proposed project or \$20,000, whichever is less) for modifications to the existing emergency response planning document (Montebello Emergency Operations Plan) enacted by the Montebello Fire Department, in which a new community based emergency response plan (coordinated with the oil field operator) is established for the project site to the satisfaction of the Montebello Fire	Project Applicant	Prior to the issuance of the first certificate of occupancy for the first residential unit	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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Department. In addition, the HOA covenants, conditions, and restrictions (CC&Rs) shall include an emergency access plan approved by the Montebello Fire Department.					
Measure HM-5 Prior to the issuance of the first residential certificate of use and occupancy for each phase, the Applicant shall provide to the City a copy of the No Further Action Letter from the RWQCB and show that soil remediation has taken place to the levels approved by the RWQCB.	Project Applicant	Prior to issuance of a certificate of use and occupancy for each phase	Planning and Community Development / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-6 Prior to the issuance of the first residential building permits within 600 feet of the proposed gas plant, the Applicant shall provide a gas plant hazards analysis based on final design plans to the satisfaction of the City Fire and Building Department demonstrating that gas plant hazard footprints will not reach the residential lots. The hazards analysis and methodology shall be consistent with that in the EIR and based on gas plant piping, instrument diagrams (P & IDs), and equipment lists. Such review shall be based on the City’s independent review of the oil operator’s analysis, and to the City’s satisfaction.	Project Applicant	Prior to the issuance of the first residential building permits within 600 feet of the proposed gas plant	Planning and Community Development / Building Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-7 Prior to the issuance of building permits, the Applicant shall provide to the City Building Department a map demonstrating that the habitable spaces within the residential units for which a building permit is sought will be a minimum of 10 feet from any certified abandoned well casing.	Project Applicant	Prior to issuance of building permits	Planning and Community Development / Building Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
NOISE					
Measure N-1 No construction shall occur on Sundays or legal holidays.	Project Applicant / Contractor	Verify during all phases of construction	Planning and Community Development / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document	

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				(if applicable))	
Measure N-2 All construction equipment shall be muffled and maintained in proper working order to reduce equipment related noise generation. Installing a muffler on the intake and/or exhaust of the construction equipment will help reduce or muffle the sound emanating from it.	Project Applicant / Contractor	Verify during all phases of construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure N-3 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measure: The Applicant and his successor or assigns will cause the oil operator to install temporary sound walls, equipment enclosures, low noise engines, and/or other noise reduction measures to assure that the noise levels at the nearest residence are below 65 dBA during the day and 60 dBA at night prior to commencement of the use of a workover rig or well drilling/redrilling at all Oil Pads. If baseline noise levels at the nearest residence are above 65 dBA during the day or 60 dBA during the night, then the workovers or drill rig operations shall not increase the baseline noise levels by more than 5 dBA during daytime hours (7 am-10 pm per City of Montebello Municipal Code) and 3dBA during night time hours (10 pm-7 am). An acoustical engineer shall verify to the satisfaction of the City that these performance standards have been met.	Project Applicant / Acoustical Engineer	Prior to the issuance of any certificate of occupancy for the proposed project and upon verification that performance standards have been met	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure N-4 Once the final development pad locations and elevations are known, an exterior noise analysis shall be conducted for those residential areas subject to roadway noise levels in excess of 65 dB CNEL. Residential development sites that would exceed the 65 dB CNEL standard, due to road noise, shall have measures incorporated into the final design to reduce the exterior noise level to at least	Project Applicant	Prior to issuance of building permits (once the final development pad locations and elevations are known and the approval of the exterior noise analysis by the City of Montebello)	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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65 dB CNEL. These measures could include sound barriers, earthen berms, landscaping, and/or other noise reduction measures. The analysis shall be submitted to the City for review and approval prior to issuance of building permits.					
PUBLIC SERVICES					
Measure PS-1 A Fire Safety Plan shall be implemented to the satisfaction of the Fire Department as part of the project design which include the existing and new public street at-grade emergency access points, emergency staging area access, new emergency access points from the internal multi-use trails, and the fire protection zone/fuel modification zone. As part of the Fire Safety Plan, project plans shall be submitted for approval by the Montebello Fire Department prior to the issuance of a building permit for each phase of development. The plot plans shall include the following minimum design features: location and grade of access roads and fire lanes, roadway widths, distance of buildings from an edge of a roadway of an improved street, access road, or designated fire lane, turning areas, and fire hydrants.	Project Applicant / Contractor	During final design and prior to issuance of a building permit for each phase of development (upon approval of the Montebello Fire Department)	Planning and Community Development / Fire Department / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-2 The Fire Department has determined that apparatus or equipment with a maximum cost of \$1,000,000 (with any necessary adjustments for inflation) and installation of signal interceptors at Liberty, Jefferson, and Paramount/Montebello will be sufficient to maintain the City-wide average response time. Prior to the issuance of the 600 th residential certificate of occupancy for the project, the Applicant shall purchase equipment not to exceed \$1,000,000 in cost (with any necessary adjustments for inflation) that is determined by the Fire Department to be appropriate to maintain the City-wide average response time. For example, the Applicant's contribution may be used to purchase a new 80-100' long tractor-drawn quint-type fire	Project Applicant	Prior to the issuance of the 600th residential certificate of occupancy for the project (80-100' long tractor-drawn quint-type fire apparatus)	Planning and Community Development / Fire Department / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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apparatus, equipped with an engine with appropriate uphill speed capacity for the area. In addition, prior to the issuance of the 600th residential certificate of occupancy for the project, the Applicant shall install signal interceptors at Liberty, Jefferson, and Paramount/Montebello. Together, the apparatus and the signal interceptors will help maintain the City-wide average response time.					
Measure PS-3 is no longer required. Please note that PS measure numbering will not change.					
Measure PS-4 The Applicant/ Merchant Builder shall not allow combustible fencing to be placed along the interface access areas adjacent to the fuel modification zone.	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-5 The Applicant/Merchant Builder shall ensure that building construction will include noncombustible roofing and exterior finishes, boxed eaves, and self-closing attic vents as required by the Montebello Municipal Code.	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-6 The Applicant/ Merchant Builder shall ensure that sprinkler system requirements (new homes & recreation facilities) will be met in accordance with the Montebello Uniform Fire Code (Chapter 15.32 of the Montebello Municipal Code).	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-7 The Applicant/ Merchant Builder shall ensure that adequate ingress and egress and turnaround areas capable of meeting the turning radius of the Montebello Fire Department's largest fire engine are available for all project component areas to the satisfaction of the Fire Department.	Project Applicant / Merchant Builder	Verify during final plans and during construction	Planning and Community Development / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-8 The final design of the project shall include fire hydrants at locations specified by the Montebello Fire Department.	Project Applicant / Contractor	During final design and during construction	Planning and Community Development / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document)	

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Measure PS-9 The Applicant shall contribute to additional police personnel and associated equipment to maintain appropriate service levels. The Police Department has determined that the personnel and equipment needs are: 4 police officers, 1 police corporal, 1 dispatcher, and records technician, and 1 new police vehicle. The Applicant's contribution shall be phased based on the number of units occupied, in proportion to the police officers potentially needed at project completion. Once Project revenue, as determined by the Fiscal Impact Report, is sufficient to fund the additional personnel, on a proportional basis, the Applicant will be responsible for that portion of the funding that is not yet provided by Project revenue. Once Project revenue, as determined by the Fiscal Impact Report, is sufficient to fund all of the listed personnel, the Applicant will no longer be responsible for the staffing contribution.	Project Applicant	Phased based on the number of units occupied and once proposed project revenue, as determined by the Fiscal Impact Report, is sufficient to fund the additional personnel and associated equipment	Planning and Community Development / Police Department / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-10 The Applicant shall pay the developer impact fees as authorized and limited by SB 50. The developer shall pay the most current developer impact fees prior to issuance of building permits for each phase.	Project Applicant	Prior to issuance of building permits for each phase	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-11 The Applicant shall provide one public access computer as requested by the County of Los Angeles Public Library letter dated September 5, 2008.	Project Applicant	Prior to issuance of building permits	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
TRANSPORTATION AND CIRCULATION					
Measure T-1 Prior to the peak year of construction, the City shall require the construction contractor to implement a Congestion Management Program that will include, at a minimum, the following: Employee hours shall be staggered to avoid peak periods of 7:00 A.M.	Project Applicant / Contractor	Prior to the peak year of construction	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

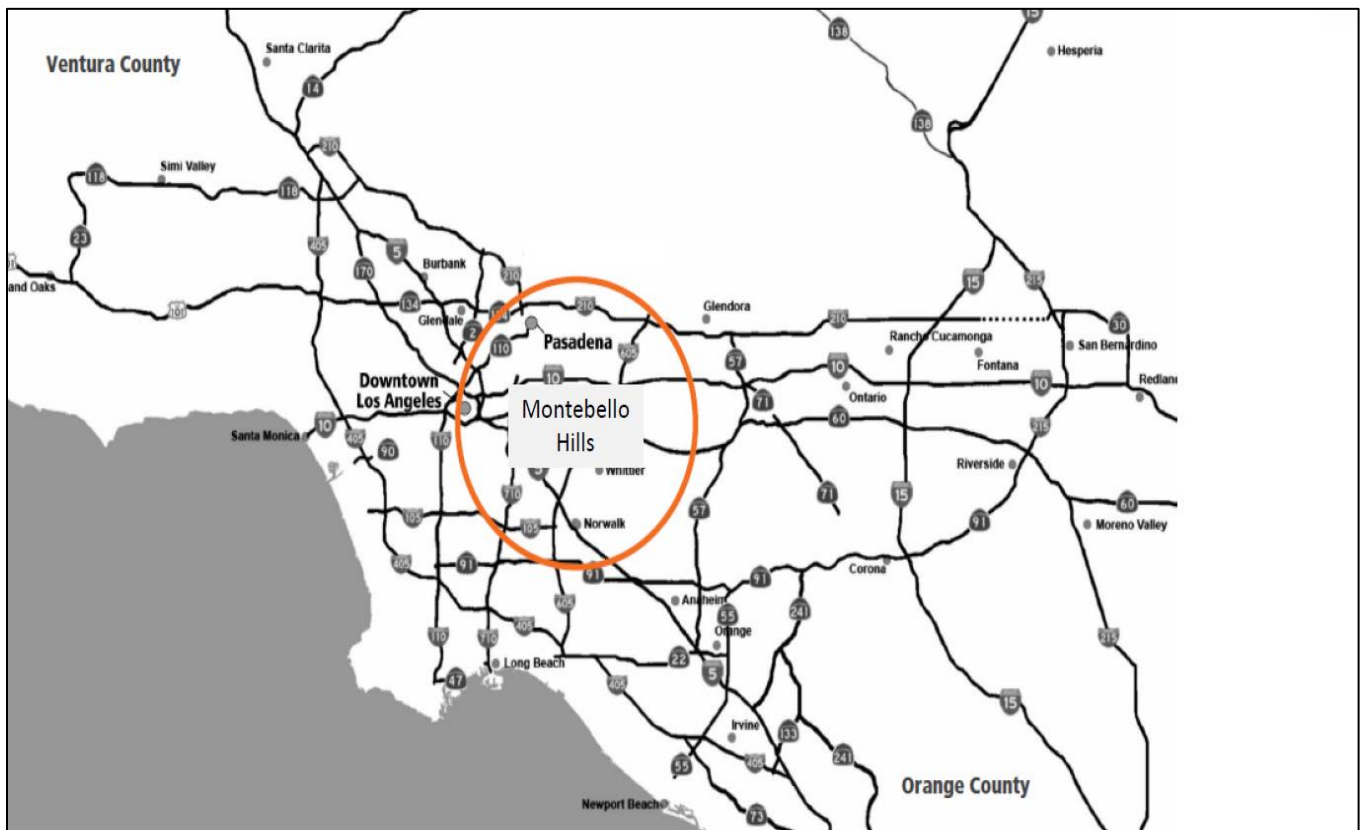
VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. This can be accomplished as part of construction planning. - No more than 10 heavy-duty (3-axle or larger) truck trips shall be allowed during the peak periods of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. - Truck routing shall avoid the identified impact locations during peak hours, or be limited to insignificant levels, for both inbound and outbound movements. Truck routes shall not merely be diverted to other routes, which could cause new significant impacts in other locations. - Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow at site access points. - Restrict construction activities and any haul truck deliveries that affect traffic flow on the arterial system to off-peak hour, to the extent feasible. - Reroute construction trucks away from congested streets or sensitive receptor areas to the maximum extent feasible. - Implement a trip reduction program for construction employees, and provide incentives to workers for carpooling to and from the construction site.					
Measure T-2 The Applicant shall complete the following identified intersection improvements at the following locations, within the specified timeframes: - Prior to issuance of the Certificate of Occupancy for the 1st residential unit: <u>San Gabriel Boulevard and Plaza Drive</u> — Signalization, convert eastbound left-turn lane to a shared left/right turn lane, additional northbound	Project Applicant	Prior to issuance of the Certificate of Occupancy for the the residential unit (San Gabriel Blvd. & Plaza Dr., San Gabriel Blvd. & Lincoln Ave., & Paramount Blvd. and Montebello Blvd.) as specified in condition.	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	Montebello Hills Signing and Striping and Traffic Signal Modifications on Montebello Bld at "A" Street and Paramount Blvd.; Street Improvement Plans in the City of Montebello (Title of Monitoring Report or Recording Document (if applicable))	Undated but expires on 9/30/19; Street Improvement Plans submitted on 2/11/19

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
left-turn lane with protected phasing. - o <u>San Gabriel Boulevard and Lincoln Avenue</u> — Convert eastbound left-turn lane to a shared left/right turn lane. - o <u>Paramount Boulevard and Montebello Boulevard</u> — Improved directional/lane usage through new overhead sign structure and striped indications, and synchroniaization/coordination with adjacent traffic signals including cable or wireless interconnect. • Prior to issuance of the Certificate of Occupancy for the 201st residential unit: - o <u>Montebello Boulevard and Lincoln Avenue</u> — Add new northbound and westbound right-turn lanes. • Prior to issuance of the Certificate of Occupancy for the 601st residential unit: - o <u>Rosemead Boulevard and San Gabriel Boulevard</u> — Additional southbound right turn lane, including widening to replace shoulder. • Prior to issuance of the Certificate of Occupancy for the 801st residential unit: - o <u>Montebello Boulevard and Montebello Town Square/Sears Driveway</u> — Add third eastbound thru lane and southbound right-turn overlap phase. • Prior to issuance of the Certificate of Occupancy for the 1,001st residential unit: - o <u>Paramount Boulevard and San Gabriel Boulevard/Hill Drive</u> — Provide a new eastbound right-turn lane. To the extent that other projects would significantly impact the above-listed					

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
intersections and are implemented prior to the Applicant's initiation of such improvements, those other projects would be responsible for mitigating their own direct project impacts. In the event those other projects' mitigation measures overlap with the mitigation measures listed above, the Applicant's responsibility for the above-listed mitigation measure shall be reduced by whatever percentage the improvement has been completed by those other projects. The Applicant shall complete the following identified roadway segment improvement at the following location, within the specified timeframe: Prior to issuance of the Certificate of Occupancy for the 601st residential unit, the Applicant shall add a third eastbound through lane to Montebello Boulevard along the project site frontage.					
Measure T-3 No additional intersection or roadway segment improvements are required for the post-project year 2020 conditions.	Project Applicant	Post-construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure T-4 The Applicant shall contribute its fair-share of identified intersection improvements at the following locations, within the specified timeframes: - Prior to issuance of the Certificate of Occupancy for the 801st residential unit: <u>Montebello Boulevard and Avenida de la Merced</u> — Extend the northbound approach red curb and provide a new right-turn lane.	Project Applicant	Prior to issuance of the Certificate of Occupancy for the 801 st residential unit (Montebello Blvd. & Avenida de la Merced) as specified in condition.	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

- (1) The Director of Planning and Community Development Department may assign and/or designate a responsible designee or monitoring agent to oversee the execution of the mitigation measures.
- (2) Note that the Engineering Division is part of the Public Works Department.

ATTACHMENT 6



City of Montebello
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

MEMO

DATE: 10-2-19

TO: Community Development & Planning Division

FROM: Danilo Batson, Director of Public Works
Sam Kouri, City Engineer

SUBJECT: Montebello Hills Project Vesting Tentative Tract Map (VTTM) No. 82724
Public Works Department Conditions of Approval

These Conditions of Approval apply to VTTM No. 82724. Similar conditions were issued previously for VTTM No. 70420 known as the A-Map for Montebello Hills. VTTM No. 82724 is intended to further subdivide a part of VTTM No. 70420 into subdivisions of useable lots (92 Numbered Lots per Application dated 8-29-19) for residential and other purposes. The Applicant is deemed to be Toll CA XX, L.P. The owner is deemed to be Sentinel Peak Resources California LLC

GENERAL CONDITIONS:

1. This approval shall become null and void if final maps have not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the City Council upon submittal of a formal application, required exhibits and appropriate fees in accordance with the City's Ordinances. In granting any such time extension, the City of Montebello may impose new conditions and standards on the Tentative Tract Map, and subsequent tract maps, pursuant to Section 66452.6(e) of the Government Code.
2. The Vesting Tentative Tract Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the VTTM No. 82724 Application date stamped 8-29-19, and as modified by the Conditions of Approval for this project. The Final Tract Map(s) shall be in substantial compliance with Tract Map No. 70420 and the Conditions of Approval for this project.

3. All off-site public improvements shall be located within public rights-of-way or easements for public purpose. VTTM No. 82724 approval is subject to the applicant's acceptance of the City of Montebello's requirements for acquisition of said public rights-of-way and public easements, including the applicant's financial responsibility. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition.
4. The applicant shall participate in on-site and off-site water service improvements as may be required by the serving water purveyor.
5. The applicant shall submit "Will Serve" letters from **ALL** utility companies who will be required to serve the new site, including but not limited to, San Gabriel Valley Water District, Southern California Gas, Southern California Edison, AT&T and Cable Provider prior to the issuance of the Final Tract Map.
6. The applicant shall provide a Utility Plan showing the Point of Connection to the utility mainline and the onsite termination point for all utilities. At the end of the project, the applicant shall provide a Master Utility Plan to the Engineering Division.
7. The applicant's engineer shall coordinate with all utility companies during the design phase and shall ensure that required public improvements resulting from the proposed project are not in conflict with existing or proposed utilities.
8. The applicant shall be responsible for informing all consultants, contractors, subcontractors, engineers, or other related disciplines providing services related to the project of their responsibilities to comply with all pertinent requirements in the Montebello Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.
9. The applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site during the phasing of the project including, but not limited to, NPDES requirements.
10. The applicant shall provide for controlled/restricted ingress and egress on to existing City streets during construction of improvements other than residential development. Plans for such controlled/restrictions shall be submitted to the City Engineer/City Traffic Engineer for review and approval.
11. Prior to start of construction of any residential structures on the property, the applicant shall complete the construction of those street improvements (i.e., both public and private) outlined in the approved Traffic Study where such improvements intersect existing public rights-of-way. The phased improvements shall include at the minimum, all required improvements on Montebello Boulevard,

on Plaza Drive, and at the intersections of Montebello Boulevard and 'A' Street, Montebello Boulevard and Paramount Boulevard and 'B' Street and Plaza Drive and the widening of Montebello Boulevard.

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE APPROVAL OF THE FINAL TRACT MAP

12. The applicant shall comply with all conditions of the latest Subdivision Map Act, the City's Municipal Code, ordinances, and Building Code. Where applicable, these conditions must be met prior to recording the Final Tract Map.
13. A Final Tract Map must be processed through the City Engineer's Office prior to being filed/recorded with the Registrar-Recorder/County Clerk's Office. The map shall be prepared from a field survey in accordance with standard industry practice.
14. The applicant shall provide legal description and reference mapping.
15. The applicant shall provide a title report/guarantee updated within 90 days of submittal to the City of the Final Tract Map, showing all fee owners and interest holders when a Final Tract Map is submitted for map check. This account must remain open until the Final Tract Map is filed and recorded with the County Recorder. An updated title report/guarantee must be submitted ten (10) working days prior to Final Tract Map approval by City. Following Final Tract Map filing, a title report guarantee is to be submitted to the City.
16. The Final Tract Map shall be based on a field survey.
17. All field surveying for the proposed development, including the location and marking of all existing monuments and ties there to and the setting of new monuments, shall be done by a state licensed surveyor. This includes the setting of centerline monuments and the preparation of centerline ties, all of which shall be done to the satisfaction of the City Engineer.
18. For the Final Tract Map submittal, the applicant shall provide two copies of the Surveyor's closure calculations.
19. New boundary monuments shall be set in accordance with the City standards, professional surveying standards, and subject to approval by the City Engineer. The applicant shall post a monument bond in an amount satisfactory to the City Engineer to ensure the monuments have been found and new monuments set in a timely manner.
20. All existing easements must be identified prior to Final Tract Map approval. If an easement is blanket or indeterminate in nature, a statement to that effect must be

shown on the Final Tract Map including an area of location in lieu of its precise location.

21. The applicant shall provide references for any existing, found, and/or set bench marks.
22. The applicant shall provide maps in digital format to the County of Los Angeles per County requirements. Submit a copy of the Final Tract Map on a CD disc in PC format. Submit signed mylar originals of the recorded Final Tract Map.
23. The location, name of owner, type, boundary lines, identification and status of all existing easements shall remain on the Final Tract Map. The same applies to all new easements that are to be established or existing easements to be vacated. Easements that are to be tentatively required are subject to review by the City Engineer to determine the final locations and requirements.
24. As a part of the Final Tract Map process, the applicant shall incorporate into the project design all existing easements within the project boundaries, or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the City Engineer.
25. Signatures of record title interests are to appear on the Final Tract Map. A final guarantee is required by the City of Montebello.
26. The Applicant shall dedicate the right to vehicular access onto Montebello Boulevard and to other City streets except as shown on the Final Tract Map.
27. A Master Covenant Agreement for maintenance of BMP's shall be recorded by the County. The agreement shall include provisions for maintenance of private facilities, including compliance with an approved Storm Water Management Plan including a maintenance exhibit. The Master Covenant Agreement shall be recorded concurrently with the filing of the Final Tract Map.
28. Los Angeles County Department of Public Work's Grading and Drainage Review Sheets and notes for basis of grading and drainage shall be required for this development.
29. The applicant shall comply with LA County Code (2002) Title 26 – Building Code – Appendix Chapter J (January 2008), and references to previous Chapter 33 - Excavation Grading and drainage (3315.4), Section 3319 – NPDES Compliance, and SUSMP – LACDPW requirements – 2002. Provide separate report on SUSMP – LACDPW requirements - 2002, calculations for 0.75 inch rainfall devices and construction BMP requirements.

30. The applicant shall provide a Drainage Report of the existing drainage including a map, the hydrology, the proposed temporary and permanent developed hydrology condition and facilities including the mitigating impacts on the downstream existing drainage facilities prior to issuance of any Grading Permits. The Drainage Report shall be prepared and signed by a California Registered Civil Engineer. The applicant shall provide the associated hydrology and hydraulic calculations and drainage facilities sizing and capacities utilizing LACDPW requirements. Provide adequate site water runoff and roof drain discharge to storm drain system.
31. As a part of the submitted documents for final maps, the plans and reports, the applicant shall also submit the following documents including all necessary calculations and reports to demonstrate the constructability of all site improvements:
 - a) Rough grading and final grading plan,
 - b) Drainage plan including both temporary and permanent improvements,
 - c) NPDES documents namely,
Storm Water Master Plan (SWMP),
Standard Urban Storm Water Mitigation Plan (SUSMP), and
Storm Water Pollution Prevention Plan (SWPPP)
32. For each phase of grading, the applicant shall secure approval of the above mentioned plans by the City Engineer prior to Grading Plan approval and grading permit issuance.
33. This project shall be designed and constructed in accordance with the storm water pollution control requirements of the Los Angeles Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Los Angeles Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements.
34. All plans and construction of public works (streets etc.) shall be per the City of Montebello Standards, the Greenbook and Caltrans Standards.
35. The Applicant shall submit four copies of the B-Map (VTTM No. 82724) showing condition compliance along with required fee(s) for plan check review.
36. All submitted plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be reviewed and approved by the City prior to approval of the Final Tract Map. The submitted documents shall identify those individuals legally authorized to sign such documents. Plans for public improvements shall be prepared under the supervision of a California Registered Civil and/or Traffic Engineer, as applicable.

37. The location and method of operation of any vehicle restricting gate shall be subject to the approval of the City Engineer, the City Fire Department and the City Traffic/Transportation Engineer prior to issuing a permit for the construction of the gate.
38. The applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees prior to recordation of tract maps. Grading activities extending beyond phase boundaries shall require prior approval of the City Engineer and Director of Planning and Community Development. Such grading activity shall be reflected in the subdivision improvement agreement for that particular phase.
39. Grading Plans shall be submitted for review and approval by the City Engineer prior to the issuance of a grading permit. NOTE: A Building Permit is required for walls including free-standing and retaining walls.
40. The applicant shall submit documentation to the Engineering Division verifying that the applicant has filed for Certificate of Abandonment(s) from DOGGR for any and all wells that are affected by grading activities prior to the issuance of grading permit(s).
41. Prior to recordation of the Final Tract Map, the applicant shall obtain off-site easements from affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). No drainage is to leave the tract map boundaries as sheet flow or flow in existing low areas or possible down hill drainage courses/paths. All drainage is to be controlled on site, collected into pipes/conduits and transported to a permitted point of discharge so to not cause soil erosion and or sedimentation. Any such drains/conduits outside of the development shall be either in existing public rights-of-way or in easements as approved by the City. All drainage facilities shall be the responsibility of the applicant to maintenance after construction.
42. Where run-off is intended to drain from the future residential area (174 acre residential area) on to the adjacent or abutting area under separate ownership (314 acre open space area), the applicant shall submit a drainage acceptance letter for each affected property owner and submitted to the City Engineer as required by State law prior to recordation of the Final Tract Map.
43. A hydrology and hydraulics study shall be prepared for the Final Tract Map and submitted to the City Engineer for review and approval prior to issuance of a grading permit. The respective hydrology studies and hydraulics reports shall address on-site and off-site conditions and impacts. In addition, approval shall be obtained from the Los Angeles County Department of Public Works and any outside agency as deemed necessary by L.A. County who acts as an agent for the U.S. Army Corps of Engineers to operate and maintain the Whittier Narrows Dam

and Rio Hondo Channel. Any condition in the permit, which impacts project grading or construction should be detailed and noted on the plans. The duty of inquiry as to such requirements shall be upon the applicant. The applicant shall submit a copy of any applicable approved permit from the Army Corps of Engineers and the Los Angeles County Department of Public Works to the City Engineer. It is noted that the Final Tract Map and title report indicates the provisions for previous conditions regarding easements granted to the United States of America for flowage and roadway associated with Whittier Narrows Dam.

44. Any on-site and/or off-site storm drainage basins (temporary or permanent) for detention/retention/sedimentation control shall be sized to handle a minimum of fifty (50) year storm event. All such basins shall have outlet drains/conduits and overflow weirs with embankment protection and protected spillway for control of any overflow. All permanent basins which serve the development are to be in the ownership of the applicant and shall meet the minimum lot area and dimension requirements pursuant to City Zoning. All permanent basins shall have provisions for maintenance cleaning and removal of sedimentation and debris and plant overgrowth and repair of any eroded areas as needed in a timely manner by the owner.
45. The Applicant shall submit geotechnical reports prepared in accordance with the City's Engineering Design Standards to the City Engineer for review and approval prior to the issuance of a grading permit for Final Tract Map improvements.
46. All grading work shall be consistent with any forthcoming Federal Biological Opinion. Should the grading and/or related works encroach on the Habitat Reserve, the applicant shall restore the damaged habitat to the satisfaction of the agency overseeing the Habitat Reserve.
47. The privatization of any streets within the development, including the construction of gates for separating any or all of the residential neighborhoods shall be consistent with the terms of the Development Agreement, if any.
48. The applicant shall enter into a Subdivision Improvement Agreement posting the appropriate securities with the City, and shall pay all applicable fees prior to the Final Tract Map. If any transfer of ownership/title of land within this proposed subdivision takes place prior to release of all agreements and securities, the successor in interest shall enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the successor in interest becomes effective.
49. The applicant shall provide standard street improvements. The design shall be based on an approved right-of-way width on an acceptable centerline profile

extending a minimum 300 feet beyond the project where applicable. These improvements shall include but not be limited to:

- a) Curb and gutter,
- b) Sidewalks 5 feet minimum width on each side of the right-of-way,
- c) Parkways either parallel to back of curb or meandering as approved by City Engineer, *
- d) Roadway grading and paving consisting of CMB, AC pavement course and rubberized AC pavement final surface of a 2 inch minimum AHRM overlay, as approved by the City Engineer, **
- e) Traffic control signs, striping and markings and devices as required by the City Engineer,
- f) Pavement transition from the project boundaries to the existing streets to the satisfaction of the City Engineer,
- g) ADA wheelchair handicap ramp(s) at all walk returns,
- h) Roadway drainage device(s),
- i) Streetlights,
- j) Raised median, where required, and
- k) Landscaping of parkways and medians as required.

* Parkway widths shall be as approved by City Engineer. Where required, landscaping and irrigation systems thereof shall be provided and the maintenance to be provided by the applicant until transferred to the residential Home Owners Association (HOA) per the CC&Rs.

** All streets shall be paved to dimensions to meet requirements of respective R values and Traffic Index values approved by the City Engineer and as per Specific Plan. During the construction period and before streets are to be used by resident occupants the paving shall be placed down to the depth of the top of the AC pavement course. Temporary protective AC ramps shall be provided on all gutters and pavement edges more than $\frac{3}{4}$ inch in height.

50. Where only parts/sections of streets are to be constructed for each phase appropriate notice and directional signage shall be provided to permit vehicle drivers to understand available routes throughout the street system. All temporary

street turnarounds, signage and striping shall be provided in place before the street is opened to use by the public. When only in use by contractor construction forces and City inspectors the streets shall be barricaded to block public access. At such time as each street section is to be opened to the public the final rubberized AC pavement course shall be placed and approved by the City.

51. For those streets intended to be used as primary streets with no fronting lots the right to access across the parkway shall be dedicated to the City.
52. All striping and directional sign plans shall be submitted to the Engineering Division for review and approval by the Traffic Engineer and City Engineer prior to recordation of the Final Tract Map.
53. Street plans including a plan profile shall be submitted on sheets with the City approved Title Block for the Final Tract Map. The plans shall include pavement widths, substructures, structural pavement sections notes and details. Sight distances shall be indicated on the plans subject to City approval. Typical cross-sections shall be provided showing locations of all planned substructures and utilities.
54. A sanitary sewer-area study shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from County Sanitation Districts of the County of Los Angeles (CSD) prior to issuance of a sewer permit. The duty of inquiry as to such requirements shall be upon the applicant. The planned sewer system shall be of infiltration free design with sealed manholes. The applicant shall obtain sufficient off-site sewer easements and design and construct any off-site outfall sewers with supplemental size, capacity, and length as required by the City Engineer and or the CSD. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. The sewer study shall, where it is intended to use existing City or CSD sewers, provide calculations to demonstrate that the discharge from the development will not exceed the capacity limits of the respective City or CSD sewer system. The applicant is to obtain from the CSD a letter stating the terms and conditions for acceptance of this development's waste water.
55. Should there be temporary facilities such as sewer lift stations needed to serve the development, the design shall be approved by the City Engineer. The design shall provide redundancy wet well and pumping capacity including alternative electrical power for the pumps. The applicant shall have a City approved contract with a licensed operator to maintain and operate any non-gravity flow facilities for the sewer system. Removal of the temporary facilities shall be to the satisfaction of the City Engineer.

56. Prior to the installation of any surface AC pavement, all substructures shall be constructed and/or installed including:
- a) All BMP's as required by the LID which will be submitted for review by the City Engineer.
 - b) Gravity and pumped sanitary sewers for wastewater disposal with manholes structures and lift stations,
 - c) Potable domestic water transportation and distribution system with services,
 - d) Reclaimed wastewater distribution system with services (All use of potable and reclaimed water shall be metered),
 - e) Natural gas distribution system with services,
 - f) Telephone and communication system with services,
 - g) Cable television system with services, and
 - h) Electrical power system with services including street lighting system.
57. For each non public service system, the owner/operator shall either provide plans or review by the City or to the applicant for the applicant to include on the applicant's development plans and submitted to the City as a part of the respective tract map approval. The locations of any and all above ground service panels, transformers shall be shown on the plans. The City will approve the locations of such equipment. The equipment size is to be minimized and screened wherever possible. No poles with overhead wires are permitted. All water meters shall be located at the rear or sidewalks. All fire hydrants shall be located per City Fire Department approval.
58. The sizing of potable water mains and design of the system thereof shall meet all electrical power services, telephone, communications, and cable television distribution system services shall be within the parkways and located underground. Service boxes shall be located within the parkway at grade.
59. Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, natural gas, telephone, communications and cable television. All easements for utilities and substructures shall be shown on the various maps submitted for final tract map approval.

60. No construction of structures using flammable materials allowed until permanent or potable water system has been installed and tested to the satisfaction of the City Engineer and City Fire Department demonstrating that the required fire protection flow and pressure is available from hydrants within a distance established by the Fire Department. The tests of the system shall be done using first the primary power sources and equipment and secondly using the redundant power sources and equipment.
61. When the Final Tract Map is submitted to the City for review, a preliminary title report (including underlying maps and documents) and subdivision guarantee will be provided and will show all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final last tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant.
62. Prior to acceptance of improvements by the City, the applicant shall be responsible for maintaining any improvements as required including but not limited to, all common use areas, private streets, and related improvements, private drainage facilities, shared parking areas, and improvements, such as, park facilities. The documents creating this entity shall be submitted to the Director of Planning and Community Development, City Engineer, and City Attorney for review and approval.
63. Due to multiple maps being filed for Montebello Hills development, a Phasing Plan shall be submitted for review and approval by the Director of Planning and Community Development and the City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this development until such time as the City of Montebello has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing.

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY PHASE OF THE SUBDIVISION:

64. The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies including, but not limited to, the following as applicable:

County Sanitation Districts of Los Angeles County
Los Angeles County Department of Health Services
Applicable School District (s)
City of Montebello – Various Departments

65. The duty of inquiry as to such requirements shall be upon the applicant. Proof of payment shall be provided to the Building and Safety Department prior to issuance of any building permits.
66. The applicant shall submit full sized copies of the final recorded map in the form of one set of mylars and three sets of bond black line prints to the City Engineer. The applicant shall provide a computerized electronic digital drawing format of the final recorded tract map which is compatible with the City's G.I.S. program to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone.
67. Development plan submittals may be accepted as components of a phase of development, or for the entire tract map. Full Subdivision Development Plan fees shall be paid for each separate submittal. Subdivision Development Plans shall comply with the approved Specific Plan, the Development Agreement, and all other City Codes and ordinances applicable at the time of approval of the project by the City Council.
68. At completion of rough grading, the applicant shall submit appropriate reports and certifications to the City Engineer, for review and approval, prior to release and/or final of the rough grading. The City requires these reports and statements to be submitted by the field or supervising grading engineer, the soils engineer (a licensed professional engineer in the State of California), the geologist (a licensed professional engineer in the State of California), and the grading contractor.
69. The applicant shall provide the City Engineer with as-built plans and TV video inspection for all sanitary sewer mains dedicated to the City. The reports shall be provided on digital format CD's, as required by City Inspector, prior to final acceptance for maintenance.
70. The applicant shall obtain street addresses and pay all applicable processing fees for all residential lots in the residential subdivision(s) to the Engineering Division prior to recordation of the tract map.

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

71. The Grading Plan for the Final Tract Map will include the following notes:
 - A) In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, or of a hydrocarbon material of a hazardous nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, and/or professional mitigation expert, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as

to disposition, mitigation, remediation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation and the resultant mitigation and/or protection work.

- B) Should hydrocarbon areas be found including abandoned oil wells, the applicant shall report the find to the City Engineer and shall include such information on the as-built plans. The disposition of the material shall be per the State Health Services Department and the State and Federal EPA requirements and standards.
72. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 1 - April 15);
 73. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times.
 74. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall provide trash cleanup/pickup services weekly.
 75. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall provide temporary or permanent street lights. All street light systems shall be designed to mitigate atmospheric light pollution.
 76. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall post notices and barricades to separate the construction areas from the residentially occupied areas.
 77. Adequate temporary sanitary disposal facilities shall be required on-site during all phases of construction and maintenance shall be done on a weekly basis at the minimum.
 78. The applicant shall provide solid waste disposal containers on-site during all phases of construction. Such containers are to be emptied weekly and the contents disposed legally offsite. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties including the Habitat Preservation Areas is not permitted.

79. If the Final Tract Map is to be phased, the applicant shall have all drainage basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase.
80. All grading work shall be field reviewed continuously by Certified Inspectors and daily reports filed with the City Engineer under the supervision of the development's professional licensed soils engineer. At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City Engineer requires that the Certifications be executed by the geologists and engineers of record.
81. All public improvements within, and necessary to support, a block or construction phase of any Final Tract Map shall be completed within sixty (60) days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the City Engineer and Building Official. In no case shall the total occupancy for a Final Tract Map exceed a certain percentage until all public improvements within the final map have been completed to the satisfaction of the City Engineer. The percentage for each final tract map will be set forth in the Final Tract Map Conditions of Approval.
82. Slope erosion control measures including landscaping and irrigation systems and street trees shall be installed to the satisfaction of the City Engineer.
83. Prior to acceptance of public improvements, the applicant shall have repaired any new or existing public improvements damaged caused by construction activities, obtain completion letters from all utilities and have received signed sets of mylar originals with 2 sets of bond black line prints of all as-builts plans. City approved street signs and posts shall be installed prior to acceptance of public improvements.
84. The applicant shall designate an Engineer of Record for the project. Engineer of Record shall be responsible for all engineering activities.
85. The location of all constructed improvements shall be surveyed as to location and noted appropriately on as-built plans and these plans shall be submitted to the City Engineer for records. Also all abandoned oil wells and any materials, such as, concrete and non-soil materials that are to be buried, shall be noted by the surveyor and shown on the as-built plans as well as all grading features such as, shear keys and subdrains.
86. The applicant's contractors shall have safety programs and all activities shall comply with State and Federal Regulations on Construction Safety.

87. All required information of Section 16.12.050 of the City of Montebello Municipal Code shall be provided.
90. When exhibits and written conditions of approval are inconsistent, the written conditions shall prevail.

Notice of CEQA Exemption

To: County of Los Angeles Registrar-Recorder/County Clerk 12400 Imperial Highway Norwalk, CA 90650	From: City of Montebello Planning & Community Development Department 1600 W. Beverly Blvd. Montebello, CA 90640
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Lead Agency: City of Montebello Planning and Community Development Department
Project Title: Montebello Hills Specific Plan Project B-Map – Phase A
Project Location: Montebello Hills Specific Plan - 1400 N. Montebello Boulevard, Montebello, CA 90640
Case Number(s): Site Plan Review 01-19 and Vesting Tentative Tract Map (“VTM”) No. 82724

Description of Nature, Purpose, and Beneficiaries of Project: The proposed project consists of the development of 349 residential units consisting of 244 attached residential dwelling units, 105 detached single family residential dwelling units, recreational facilities, and related amenities consistent with the design guidelines and standards in Planning 1, Planning Area 2, and a portion of Planning Area 3 within the approved Montebello Hills Specific Plan.

Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: Toll CA XX, L.P. (“Toll Brothers”)

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☒ Statutory Exemptions. State code number: CEQA Guidelines Section 15182 and Government Code Section 65457 (residential projects consistent with a community plan/specific plan for which an Environmental Impact Report was certified after January 1, 1980) and Public Resources Code Section 21083.3.

Justification for Project Exemption:

An Environmental Impact Report (“EIR”) was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code §§ 21000 et seq.), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), and local City of Montebello procedures for CEQA implementation. Based on the whole of the administrative record, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15182 and Government Code Section 65457 (residential projects consistent with a community plan/specific plan for which an EIR was certified after January 1, 1980) and Public Resources Code Section 21083.3. Please see attached memorandum (Attachment A) dated November 12, 2019 regarding the CEQA determination for the Montebello Hills Specific Plan Project B-Map – Phase A, VTM No. 82724 and Site Plan Review 01-19.

Lead Agency Contact Person: Joseph Palombi, Deputy Director

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

- ☒ Signed by Lead Agency ☐ Signed by Applicant

ATTACHMENT A



City of Montebello

To: File

From: Joseph Palombi, Deputy Director

Date: November 12, 2019

Re: Montebello Hills Specific Plan Project B-Map – Phase A - CEQA Determination

Toll Brothers, Inc. ("Toll Brothers") is proceeding with the processing of Vesting Tentative Tract Map ("VTTM") No. 82724 (commonly referred to as a "B" level neighborhood map or "B-Map") and Site Plan Review No. 01-19 (collectively referred to as "B-Map – Phase A") for the first phase of development of the Montebello Hills Specific Plan Project. An Environmental Impact Report ("EIR") was previously certified by the City Council for the Montebello Hills on June 10, 2015 pursuant to the California Environmental Quality Act ("CEQA") (Pub. Resources Code §§ 21000 et seq.), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), and local City of Montebello procedures for CEQA implementation. In accordance with CEQA, the proposed entitlements associated with the B-Map – Phase A are exempt under CEQA pursuant to CEQA Guidelines Section 15182 and Government Code Section 65457 (residential projects consistent with a community plan/specific plan for which an EIR was certified after January 1, 1980) and Public Resources Code Section 21083.3.

This memorandum summarizes the factors considered in determining that the B-Map – Phase A complies with and does not trigger the need for subsequent environmental review. Because the City previously prepared multiple documents over the years to evaluate the environmental impacts of residential development and open space, further environmental review would not be required under CEQA for the reasons discussed below. The Montebello Hills Project is statutorily exempt from environmental review based on the prior work done by the City.

I. Project Overview

The Montebello Hills Project is a residential master-planned community with up to 1,200 new dwelling units on the approximately 156.7-acre Residential Area portion of the Property. Since 1990, various property owners attempted to redevelop the Property as a residential master planned community. The Montebello Hills Project includes the division of the Residential Area portion of the Property into five "Planning Areas" (see *Planning Area Comparison - Sheet 1 of 10 of the Final "A" Map*). The Montebello Hills Specific Plan designates approximately 156.7 acres for residential land uses that will be redeveloped in multiple smaller neighborhoods with a mix of detached and attached

residences (each neighborhood, a “Residential Project”). The Residential Area is roughly co-terminus with the area identified under Toll Brothers proposed ownership (see *Ownership Exhibit - Sheet 2 of 10 of the Final “A” Map*).

The Montebello Hills Specific Plan designates approximately 314 acres of open space (the “Open Space Area”) of the Property in addition to the 156.7-acre Residential Area. Development of the Montebello Hills Project includes parks and recreational facilities, public parks, recreational trails, expanded walkways, and scenic promenade, a private community center, and private neighborhood parks), and additional acreage for on-site and off-site infrastructure improvements. As the Property contains habitat and nesting areas for the California gnatcatcher, a federally-designated-threatened bird species, within the open space area, the Habitat Reserve includes an approximately 263.2 acre reserve within the Open Space Area that will be set aside in perpetuity in order to provide habitat for the California gnatcatcher (the “Reserve”).

The City of Montebello approved the VTTM 70420 referred to as an “A” level subdivision map for the Montebello Hills Project. VTTM 70420 divided the Residential Area portion of the Property into large redevelopment “blobs” and that was conditionally approved in conjunction with the Montebello Hills Specific Plan. Subsequently, development of the Montebello Hills Project as contemplated in the Specific Plan and VTTM 70420 requires a separate “B” level (neighborhood level) subdivision map for each neighborhood that further subdivides the property into individual residential lots (such phase, the B-Map – Phase A). VTTM No. 82724 is the neighborhood level (“B”) subdivision map for the first phase (Phase A) of the Montebello Hills Project.

II. Description of VTTM 82724

The project site for purposes of Vesting Tentative Tract Map 82724 (the “project” for purposes of this analysis as further described below) consists of approximately 43.39 acres located in the City of Montebello, County of Los Angeles, and generally bounded by Montebello Boulevard, Lincoln Avenue, and San Gabriel Boulevard.

VTTM No. 82724 would further subdivide VTTM No. 70420 into 72 numbered and 20 letter lots for residential development resulting in the creation of 92 new legal lots associated with B-Map - Phase A consistent with the standards established under the approved Montebello Hills Specific Plan. Concurrently, pursuant to Section 7.8.2 of the approved Montebello Hills Specific Plan, the Applicant seeks approval of Site Plan Review (SR 01-19) to allow, among other things, the development of 349 residential units consisting of 244 attached residential dwelling units, 105 detached single family residential dwelling units, recreational facilities, and related amenities consistent with the design guidelines and standards in Planning 1, Planning Area 2, and a portion of Planning Area 3 within the Montebello Hills Specific Plan.

III. Prior CEQA Review

The Project is located in an area that the City studied extensively when it adopted amendments to the General Plan and Zoning Code in conjunction with the approval of the Montebello Hills Specific Plan to provide for the redevelopment of the existing oil fields with a master-planned

residential community. The City of Montebello certified an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code §§ 21000 *et seq.*), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*), and local City of Montebello procedures for CEQA implementation.

The VTTM No. 82724 ("B-Map") is a necessary action for the implementation of the Montebello Hills Specific Plan and was identified as a discretionary action covered by the above-referenced EIR. Because the Montebello Hills Project, and specifically, the neighborhood-level subdivision map for the first phase, is consistent with development contemplated by the City's long-range planning efforts for the property, and has already been studied in the corresponding environmental documents, the B-Map is statutorily exempt from further environmental analysis as discussed below. When a statutory exemption applies to a project, the project is exempt regardless of whether the project may have environmental impacts because the legislature has determined that competing public policies weigh in favor of streamlined approval. (See *Sunset Sky Ranch Pilots Ass'n v. County of Sacramento* (2009) 47 Cal.4th 902, 907.)

A. VTTM 82724 Implements and is Consistent with the Montebello Hills Specific Plan, and thus is Statutorily Exempt from CEQA under Government Code section 65457(a).

California Government Code section 65457(a) provides that a residential project that is consistent with a Specific Plan for which an environmental impact report was certified after 1980 is exempt from CEQA:

(a) Any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified after January 1, 1980, is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code. However, if after adoption of the specific plan, an event as specified in Section 21166 of the Public Resources Code occurs, the exemption provided by this subdivision does not apply unless and until a supplemental environmental impact report for the specific plan is prepared and certified in accordance with the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code. After a supplemental environmental impact report is certified, the exemption specified in this subdivision applies to projects undertaken pursuant to the specific plan.

1. The VTTM 82724 is consistent with the Montebello Hills Specific Plan.

Section 7.8.5 of the Montebello Hills Specific Plan states that residential development projects,

including any subdivisions, site plan reviews, zoning changes or other applicable development applications proposed to implement this Specific Plan, and which are consistent with this Specific Plan for which the City certified an EIR are exempt from the requirements of CEQA pursuant to Government Code Section 65457. The City of Montebello certified an EIR and Mitigation Monitoring and Reporting Program for the Montebello Hills Project, and adopted the Montebello Hills Specific Plan on June 10, 2015. The B-Map for the first phase of the Montebello Project is consistent with the Montebello Hills Specific Plan, and implements the large lot Vesting Tentative Map (VTTM No. 70420) as explained in the documentation the City of Montebello reviewed in conjunction with its determination that the Final "A" Map was in substantial conformance with the Specific Plan and prior project approvals.

The prior CEQA documents evaluated the impacts of implementing the Specific Plan, General Plan and Development Code changes. Because the Montebello Hills Project B-Map – Phase A consists of a neighborhood-level subdivision map to implement the first phase of the residential development in a manner consistent with the Montebello Hills Specific Plan and the VTTM No. 70420 for which environmental review has been completed, the B-Map – Phase A is exempt from CEQA review.

2. *No changes in the project, or circumstances in which the project would be undertaken or new information indicates that VTTM 82724 would result in new significant impacts or in a substantial increase in the severity of impacts previously identified in the EIR.*

Altered conditions, changes, or additions to the description of a project that occur after certification of an EIR may require additional analysis under Public Resources Code section 21166 and Section 15162 of the State CEQA Guidelines. CEQA Guidelines section 15162 describes the conditions under which subsequent environmental review would be required. In summary, when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Vesting Tentative Tract Map No. 82724 implements the approved Final “A” Map and is consistent with the Vesting Tentative Tract Map No. 70420, the Montebello Hills Specific Plan, and the Development Agreement. Vesting Tentative Tract Map No. 82724 implements the first phase of VTTM No. 70420 and does not include any changes to the proposed subdivision design that would result in any new impacts or in substantially more severe impacts compared to the impacts evaluated in the EIR. In fact, the overall development footprint would be reduced compared to the original project evaluated in the EIR with more conservation area and a reduction in impacts to endangered species habitat as discussed in the Final “A” Map substantial conformance review. Moreover, there are no changes in circumstances in which the project would be undertaken that would result in greater impacts compared to the analysis contained in the certified EIR as discussed in the City’s Final “A” Map substantial conformance review. Finally, there is no new information indicating that mitigation measures or alternatives previously found not to be feasible would in fact be feasible or mitigation measures or alternatives considerably different from those analyzed in the EIR that would substantially reduce project impacts, that the project proponents decline to adopt. In all instances, the B-Map – Phase A has been designed to implement the first phase of the Project in a manner consistent with the prior EIR and all applicable mitigation measures have been incorporated into VTTM No. 82724. Consequently, the VTTM No. 82724 would be exempt from further CEQA review.

B. The Montebello Hills Project is Consistent with the Montebello General Plan, Montebello Hills Specific Plan and the Zoning Ordinance, and is Therefore Exempt from CEQA.

Public Resources Code section 21083.3(a) and (b) provide that development projects that are consistent with a general plan, or a zoning or community plan that designates a parcel for a particular density, are statutorily exempt from CEQA:

(a) If a parcel has been zoned to accommodate a particular density of development or has been designated in a community plan to accommodate a particular density of development and an environmental impact report was certified for that zoning or planning action, the application of this division to the approval of any subdivision map or other project that is consistent with the zoning or community plan shall be limited to effects upon the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior environmental impact report.

(b) If a development project is consistent with the general plan of a local agency and an environmental impact report was certified with respect to that general plan, the application of this division to the approval of that development project shall be limited to effects on the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior environmental impact report.

For purposes of this statutory exemption, consistency means that a project's proposed density is the same or less than the standard expressed for the involved parcel in the general plan, community plan, or zoning action for which an EIR has been certified, and the project complies with the density-related standards in that plan or zoning. (CEQA Guidelines, § 15183(i)(2).)

Section 21083.3 applies to Montebello Hills and no further environmental analysis is required because the City prepared a General Plan, Specific Plan, and took zoning action to designate the Property to accommodate a particular density of development, and adopted a Specific Plan implementing the General Plan. The Project's environmental impacts were adequately analyzed in the environmental documents accompanying each of the planning approvals. The City also identified appropriate mitigation measures.

- 1. The City zoned the Property to accommodate a particular density of development, and the Project is consistent with the General Plan density for the Property.*

The General Plan land use designation for the Property is Specific Plan. On June 24, 2015, the City Council adopted Ordinance 2368 (the "Specific Plan Resolution") approving the Montebello Hills Specific Plan (the "Specific Plan") for the development of a master-planned residential community. The Specific Plan allows for the construction of up to 1,200 residential dwelling units (of varying styles) in the Residential Area. The Specific Plan divides the Residential Area into five (5) separate Planning Areas as shown below (the "Planning Areas"):

RESIDENTIAL LAND USE AREA	Gross Acres	Dwelling Units	Density (du/gross acre)
Planning Area 1 (includes private HOA parks and 0.6 acres for publicly accessible trails)	16.3	107	6.6

Planning Area 2 (includes private HOA parks and 1.0 acres for publicly accessible “Scenic Promenade” and trails)	27.1	226	8.3
Planning Area 3 (includes private HOA parks and, 1.9 acres for publicly accessible “Scenic Promenade” and trails)	45.5	404	8.9
Planning Area 4 (includes private HOA parks, 5.5 gross acre site for public park, and 1.4 acres for publicly accessible “Scenic Promenade” and trails)	43.2	250	5.8
Planning Area 5 (includes private HOA parks, and 2.5 acres for publicly accessible “Scenic Promenade” and trails)	41.5	213	5.1
Subtotal Residential	173.6	1,200	6.9
OPEN SPACE LAND USE AREA	Gross Acres		
Open space land use area includes fuel modification zones, 0.7 acres for publicly accessible “Scenic Promenade” and trails, 43.6 acre SCE Easement, and 24.7 acres of oil facilities	314.6		
TOTAL	488.2	1,200	2.5

The Specific Plan included a land use plan, an infrastructure master plan, development regulations, design guidelines and implementation procedures to guide development in accordance with the City’s General Plan (see Specific Plan, p. 1-8). Various land use limitations and requirements are described in narrative form in Section 4 and more technically in the later sections of the Specific Plan.

The proposed residential density reflected in the “B” VTM is consistent with the maximum density established in the General Plan, Specific Plan and Zoning Ordinance for the Montebello Hills Property.

2. *No environmental effects are peculiar to the Project or the Property and no new information shows impacts substantially more significant than those described in the certified EIR.*

The Montebello Hills Project Specific Plan EIR specifically analyzed the potential environmental effects of developing the Montebello Hills Project at the density and size that corresponds to the Specific Plan policies governing development of the Property. The Specific Plan EIR provides mitigation measures to mitigate the environmental effects identified in the EIR, and Toll Brothers proposes to implement all applicable mitigation measures identified in the EIR.

Substantial evidence supports finding that (1) there are no environmental effects peculiar to the

Project or the Property that warrant further environmental analysis; (2) there are no environmental effects that were not analyzed as significant effects in the EIR; (3) there are no potentially significant off-site impacts and cumulative impacts not discussed in the EIR; and (4) there are no previously identified significant effects that could have a more severe adverse impact than discussed in the EIR. (14 Cal. Code. Regs. §15183(b).)

Environmental effects common to the master planned development, such as biological resource impacts, and traffic, noise, and air quality impacts, were analyzed in the prior environmental documents. The site does not have any unique environmental conditions that merit further analysis nor does the Project itself have any significant environmental effects that are peculiar to the VTTM No. 82724. An environmental effect shall not be considered peculiar to a project if uniformly applied development policies or standards have been previously adopted by the city with a finding that the development policies or standards will substantially mitigate that environmental effect when applied to future projects, unless substantial new information shows that the policies or standards will not substantially mitigate the environmental effect. (Pub. Res. Code § 21083.3.) Here, the prior planning documents anticipated the master-planned development and conservation area incorporated in the small lot vesting tentative map as established by the approved Montebello Hills Specific Plan. No additional uses are contemplated that would lead the City to conclude the project has peculiar impacts beyond those already evaluated in the Specific Plan EIR.

Because the Montebello Hills Project is consistent with the density contemplated in prior City planning documents, and neither the Project nor the Property have any peculiar significant environmental impacts, approval of the Montebello Hills Project small lot vesting tentative map is statutorily exempt from CEQA under Public Resources Code Section 21083.3.

IV. Conclusion

The Montebello Hills Project B-Map – Phase A is consistent with the City’s vision for the Property. The City has extensively studied the environmental impacts of the approved residential and open space/parks land uses in the Montebello Hills Specific Plan EIR. The legislature in granting the statutory exemptions discussed above concluded that further study of environmental impacts for residential development is not required when those impacts have already been reviewed in an environmental impact report for a General Plan, Specific Plan, zoning or planning action. Consequently, the City is not required to undertake additional environmental review for the Montebello Hills Project B-Map – Phase A.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: **Award a Contract to Raintek Enterprises Inc., Maximo Configuration and Customization for Bid No. (19-21)**

DATE: January 8, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Award a contract to Raintek Enterprises, Inc. for Maximo Configuration and Customization for a total cost not to exceed **three hundred sixty thousand, five-hundred ninety dollars and no cents** (\$360,590); and
2. Authorize the City Manager to execute a Contract on behalf of the City; and
3. Adopt Resolution appropriating \$280,456 unassigned Transit fund balance to fund the cost of this project; and

BACKGROUND

In 2016, International Business Machine (IBM) Maximo was implemented at Montebello Bus Lines (MBL). IBM Maximo is a software that provides asset management, inventory management, work order management, financial management, tire management, and personnel/vendor management. Although staff understands the capabilities of IBM Maximo, it lacks the technical expertise needed for the configuration and customization of this software. The City seeks an experienced and qualified IBM Maximo vendor to assist with the implementation and configuration of additional system modules to solve the challenges of current software issues.

ANALYSIS

On February 28, 2019, the City issued a Request for Proposal (RFP) No. 19-21 ("RFP 19-21") for the Maximo Configuration and Customization project ("Project"). A pre-proposal meeting was held on March 19, 2019, to discuss the scope of work for this Project.

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 8, 2020
 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RAINTEK
 ENTERPRISES, INC. FOR MAXIMO CONFIGURATION AND CUSTOMIZATION
 Page 2 of 3

Six (6) responsive proposals were received by May 9, 2019. The six (6) proposers were invited to a review panel. The panel consisted of an interviewer from MBL Administration staff, maintenance staff, and City Information System staff that evaluated each proposer on four elements that included:

- | | |
|---|-----|
| 1) General quality and responsiveness of proposal..... | 15% |
| 2) Statement of qualifications, experience and organizations relationships. | 45% |
| 3) Work plan and technical approach..... | 30% |
| 4) References from past clients..... | 10% |

Total: 100%

The results of the bids and review panel scores are as follows:

Company	Proposed Cost	Panel Score
Aquitas Solutions	\$289,804	60.40%
Barton & Loguidice	\$278,412	66.20%
Fields Consulting Services	\$432,000	82.80%
Reliaset/ Sheffield Scientific	\$360,900	49.20%
Raintek Enterprises Inc.	\$353,520	91.80%
Sentz Consulting Inc.	\$294,089	85.60%

Before making a final selection, the City asked all vendors to provide their Best and Final Offer (BAFO). After reviewing the proposals submitted by each firm and the review panel scores, the panel selected Raintek Enterprises Inc. as the company that would best meet the City's needs based on the selection criteria listed above.

The initial term of this agreement shall be for three (3) years.

FISCAL IMPACT

Funding in the amount of \$80,134 for this Project has been approved in the FY 2019/20 Transportation Department's Capital Budget utilizing Federal Transit Administration (FTA) 270 Grant funds for Vehicle Maintenance Software. Additional funding in the amount of \$280,456 has been approved in the FY 2019/20 Transit Operating. Appropriation for this project is as follows:

Fund	Account Number	Amount
FTA 270	270-9050-2015-012-6040.10	\$80,134
Transit Operating	600-90-915-6040.65	\$280,456

ITEM #14

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 8, 2020
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RAINTEK ENTERPRISES, INC. FOR MAXIMO CONFIGURATION AND CUSTOMIZATION
Page 2 of 3

Staff requests City Council to adopt a Resolution appropriating \$280,456 from unassigned Transit Fund balance to Transit Operating for the Project.

Staff will continue to pursue outside sources for funding such as SB1 Transportation Funding or TDA Capital Reserve.

PROJECT EXPENSES	TOTAL
Configuration/Staff Training	\$230,000
Warranty/Maintenance/Additional Training	\$46,800
Additional Support/ Maintenance	\$12,000
EZ Max Mobile Licensing	\$45,600
EZ Max Mobile Annual Support	\$ 9,120
Travel Expense	\$ 10,000
Contingency (2.5% of base amount)	\$7,070
TOTAL EXPENSES	\$360,590

SUMMARY

Council is asked to award a contract to Raintek Enterprises, Inc. for the Maximo configuration and customization for an initial term of three (3) years for an amount not to exceed **three hundred sixty thousand, five-hundred ninety dollars and no cents** (\$360,590.00); and authorize the City Manager to execute a contract on behalf of the City.

ATTACHMENTS

RFP 19-21
Raintek Enterprises Inc., BFFO Project Proposal
Contract Agreement
Resolution

**CITY OF MONTEBELLO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION**



**REQUEST FOR PROPOSALS
FOR
MAXIMO CONFIGURATION AND CUSTOMIZATION**

RFP NO. 19-21

**– MAYOR
JACK HADJINIAN – MAYOR PRO TEM
SALVADOR MELENDEZ – COUNCILMEMBER
KIMBERLY ANN COBOS-CAWTHORNE – COUNCILMEMBER
ANGIE M. JIMENEZ – COUNCILMEMBER**

**Issued: February 28, 2019
Pre-Proposal Meeting: March 19, at 2:00 p.m.
Written Questions Due: March 26, 2019
Response to Written Questions: April 02, 2019
Proposals Due: April 11, 2019 at 5:00 p.m.**

**NOTICE INVITING REQUEST FOR PROPOSALS
FOR MAXIMO CONFIGURATION AND CUSTOMIZATION**

RFP NO. 19-21

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites proposals for the above stated project. Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **5:00 p.m. on Thursday, March 11, 2019.**

A pre-proposal Meeting will be held on **March 19, 2018 at 2:00 p.m.**, at the Montebello Transportation facility located at 400 South Taylor Avenue, Montebello, California 90640.

Copies of the specifications and contract documents are available on PlanetBids Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

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

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to proposers and submitted as required.

The successful contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal and to make an award as may serve the interests of the City.

Questions during the solicitation period shall be submitted through PlanetBids. The contact person for this RFP is Eric Yan, Transit Grants and Projects Administrator at (323) 558-1628 or to email eyan@cityofmontebello.com.

**REQUEST FOR PROPOSALS NO. 19-21
FOR
MAXIMO CONFIGURATION AND CUSTOMIZATION
FOR
CITY OF MONTEBELLO**

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RFP NO. 19-21

MAXIMO CONFIGURATION AND CUSTOMIZATION

FOR

CITY OF MONTEBELLO TRANSPORTATION DEPARTMENT

known as MONTEBELLO BUS LINES (MBL)

SECTION I SCOPE OF WORK

I. GENERAL INFORMATION

A. Background

IBM Maximo was implemented three years ago at Montebello Bus Lines (MBL), by Total Resource Management (TRM). Staff understands the capabilities of this software but lack the expertise and hired TRM to configure and customize it to the department's needs. But this implementation had many lingering issues that were not corrected. For example, Maximo has many modules that needed to be configured out of the box and each module is inter-related which creates many complex parameters that need to be considered during software configuration. This in-turn made Maximo ineffective our inventory and asset management needs.

Currently, MBL has implemented several modules that TRM had configured for us. But additional modules are needed to help improve the workflow for staff using Maximo. MBL is seeking experienced and qualified IBM Maximo consultants to correct/solve issues with the first implementation, and configuration missing modules and solve the challenges described in this scope of work.

MBL desires to improve its current business process to increase operational efficiency through the use of IBM Maximo workflow and automated reporting with Business Intelligence Reporting (BIRT). MBL desires the awarded consultant's input on how to improve current business practices and integrate this process with the IBM Maximo software.

A successful completion of this project would resolve all the items in the scope of work and all desired modules configured to MBL's specifications.

A. Active Maximo Modules

1. MBL is currently using
 - a. Work Orders
 - b. Purchasing
 - c. Inventory Management
 - d. Assets Management
2. IT MBL is currently using
 - a. Administration

- b. Security
 - c. System Configuration
- B. Desired Module Implementation/Repair and or Replace
 - 1. Maximo Anywhere and or approved equal
 - a. **Work Execution app**: Mechanics to create and complete work orders on Mobile devices, enter mileage, notes, and labor time.
 - b. **Transfers and Receiving app**: Receive inventory on the docks when the parts are delivered.
 - c. **Maximo Anywhere Physical Count app**: Count Inventory during cycle counts. Real time updating as inventory is being counted to speed up the cycle count process. The current process is to print out the inventory list, count the inventory, enter all counts into Maximo, run the pre-reconciliation report to compare counts vs. actuals and then reconcile.
 - d. **IBM Maximo Anywhere Issues and Returns app**: Issue parts for repairs and function like a point of sale system. If this will not work due to Work Order issuance, provide alternatives.
 - Track when parts are sent out to vendor for repairs
 - 2. Warranty Tracking

Track bumper to bumper warranty on new vehicles. Track warranty on spare parts and rotating assets.

 - e. Contract Management
 - f. Asset Warranty Tracking
 - g. Inventory Warranty Tracking
 - 3. Maximo Planning

Manage planned work such as campaigns and preventive maintenance on all vehicles **and fixed assets** using job plans. Stage parts to be issued to work orders.
 - 4. Preventive Maintenance

MBL is currently tracking preventive maintenance on Excel spreadsheets. A service worker records the odometer readings on all vehicles. The data is entered onto a spreadsheet. IBM Maximo, must track preventive maintenance through, hours, dates and miles. Vehicle miles are automatically sent by Fuel Master, however, IBM Maximo is not receiving merge.
 - 5. Contract Management

MBL has contracts for various projects to include; however, not limited to batteries, replenishing laundry supplies, and recharging fire extinguishers, facility repairs, etc...

6. Work Flow

MBL desires contractors to direct the implementation of Work Flow and assist with creating work flows as defined by MBL.

7. Business Intelligence Report (BIRT) Report

MBL desires contractor to implement BIRT reporting and train staff on how to use it. For custom reports, MBL desires contractor to help create reports based on MBL criteria as part of on-going support.

II. SYSTEM INFORMATION

A. Server Information

The servers are running on VMware ESXi vSphere virtual environment.

1. Host Hardware
 - a. Intel Xeon CPU ES-2683 @ 2.00GHz
 - b. 64 GB Memory
2. Guest Hardware
 - a. Windows 2008 R2 Standard

B. Device Information

1. Scanner
 - a. Zebra LI4278
 - Connected via USB to computer being used to scan parts to Maximo work orders at warehouse front counter.
 - b. Zebra TC70
 - Being used wirelessly using Issues and Transfers Maximo Anywhere.
2. Printer
 - a. Wasp WPL304
 - Connected via Ethernet, used to print bar code labels for parts
 - b. Zebra ZTC QLn320-203dpi CPCL
3. Tablet (Not in use at the moment)
 - a. Android Galaxy Tab E 8.0" 16 GB
 - Used to create work orders using work execution on Maximo Anywhere

C. Software Information

1. App Server

- a. IBM WebSphere Application Server 7.0.0.35
 - b. IBM Maximo Asset Management 7.5.0.6 Build 20140404-0000 DB Build V7506-00
 - c. IBM Maximo for Transportation 7.5.1.0 Build 20130902-1500 DB Build V7510-10
 - d. Tivoli's process automation engine 7.5.0.6-IFIX20160830-1313 Build 20140404-0005 DB Build V7506-33 HFDB Build HF7506-34
 - e. Maximo Everyplace 7.5.0.0 Build 20110307-0030 DBBuild V7100-01
 - f. TPAE OSLC Object Structure 7.6.0.0 Build 20160112_031200-0600 DB Build V7600-01
 - g. IBM Maximo Anywhere 7.6.0.0 Build 20160112_031213-0600 DB Build V7600-03
 - h. IBM TPAE Integration Framework 7.5.1.2-MIF_7512_IFIX20160517-1238 Build 20140730-1950 DB Build V7512-08 HFDB Build HF7512-03
 - i. IBM Maximo Mobile 7.5.1.0 Build 20130305-1333 DBBuild V7510-05
2. Data Base
- a. Microsoft SQL Server 2008 (10.50.4000)

III. SCOPE OF WORK

A. General

B. Montebello Bus Lines (MBL) Requirements

- 1. IBM Maximo Inventory Management configured to include:
 - a. Stock replenishment which can be reviewed prior to purchase and provides notifications and related Start Center portlets to manage the process including Direct Issue Parts reorder notification.
 - b. Tracking tools issued to mechanics, the condition of the tools. Issue a notification on not returning on time.
 - c. Issuing and returning Inventory parts utilizing a scanner and a mobile device
 - d. The ability to link manufacturer UPC code to Maximo part for easy identification along with other part numbers
 - e. The ability for Maximo to print bar code labels for parts and bins
 - f. The mobile capability to execute physical counts efficiently
- 2. Warranty Tracking which includes the following:

- a. The ability to track and return (to distributor/manufacturer) warranted parts without a serial number e.g. LED bulbs
 - b. Track warranties for rotating assets
 - c. Track warranties for assets
3. Expand the existing Maximo Work Management solution to include the following:
- a. The ability to track Assets, Rotating Assets, and parts purchased under Federal Grants.
 - b. The ability to track facility repair costs which includes receiving alerts/notifications when PMs are due.
 - c. Further define facility locations to capture cost and physical location of assets
 - d. Mobile capability to perform work, such as multiple assets on one work order, and issue or return items to the work order following a process, like a point of sale scanning system. Pull history of work using work order number on one of the assets
 - e. Implementation of the use of component codes to identify work or repairs on buses
 - f. A workflow or report to review/approve FTA Force account work orders
 - g. Implementation of best practices for tracking various categories of PM's
 - h. The ability to have a user easily track maintenance/repairs not requiring parts on multiple fleet assets
 - i. Track rotating assets sent out for repair or refurbished internally
 - j. Ability to have user (bus driver) easily record inspection results, some of which that may require future repairs
4. Data Integration with the following systems (Item 28 on Task List)

NOTE: The proposed cost for Data Integration shall be on a separate line item and stated as "optional". MBL will determine if staff likes to proceed with this at a later time.

Data integration is complex and requires communication with other vendors to understand each other's table and field structure. Therefore, it would be impossible to predict or estimate the amount of time to build the integration.

For this requirement, MBL would like the vendor to propose the time required for discovery of all information required to perform the integration requested below. A change order would be issued for

the integration when both the agency and the vendor agree to the integration cost and processes.

a. Fuel Master

Fuel Master is MSSQL based software that tracks our fuel level. When and amount of fuel was added and when and who dispensed fuel at our filling stations. Currently, reports can be exported into a share drive.

- MBL would like Maximo to direct connect to Fuel Master MSSQL and pull required data into its database.

b. Tyler ERP

Tyler is the City's purchasing software that uses MSSQL. All purchasing is done through Tyler ERP. All PO must be created using Tyler.

- MBL would like Maximo to pull PO information from Tyler ERP and populate it in the Maximo PO. This way, we can track items that are being ordered and for receiving purposes.

IV. SUPPORT/MAINTENANCE

MBL desires contractor to provide support and maintenance with IBM Maximo system in the following capacities.

The support and maintenance shall commence after Scope of Work is completed and MBL signed a letter of completion.

Please note that the vendor shall list on separate item the support and maintenance described before for a period of three (3) years with the option to discontinue service with one (1) month's prior notice.

The multi-year year support agreement is simply to guarantee that cost of support and maintenance do not increase within these years. For the support and maintenance proposal, the vendor shall use the following matrix:

- a. 100 hours/ per year = ?
- b. Cost/hour after the 100 hours are used = ?

The 100 hours are cumulative for the entire year. They will be subtracted when MBL calls in for support listed below.

A. Upgrade/Updates

- a. Vendor shall notify MBL once an update or upgrade is available for Maximo.
- b. Vendor shall perform the updates or upgrade in coordination with MBL IT staff to minimize downtime.

B. BIRT Reports

- a. MBL desire vendor to create reports as needed or requested by MBL Staff.

- b. Contractor shall perform necessary tasks to provide the exact report requested by MBL.
- c. Contractor must train assigned staff on how to run reports.

C. Technical Support

- a. Contractor must provide dedicated toll free support number for all technical support covering all parts and components of the Maximo software.
- b. Contractor must support any hardware or accessories recommended to MBL by the vendor for the Maximo System.
- c. Standard call-in and email support shall be Monday through Friday from (8:00am to 5:00pm PST)
- d. MBL will allow for remote access support via the Web. In the event that remote access cannot resolve the issue, vendor will be required to travel on-site at the vendor's own travel and lodging expense.

V. ESTIMATED TASK BREAKDOWN

The table below represents the estimated amount time it takes to accomplish each task. The tasks represent the amount of time it takes to accomplish the required scope of work from start to completion.

This is the Agency's best estimated hour, but each vendor's estimation may vary. In this case, please change the hours accordingly. These are tasks necessary to complete the required Scope of Work.

Item No.	MBL Task Description	MBL Hours Estimate	Line Total	Hours/Days/Weeks Onsite	Requirements
1	Project Initiation, Planning	16			Project Kickoff Activities
2	Maximo Requirements & Business Process Review	120			Scope must include process review and requirements gathering for Asset, Work, Purchasing & Inventory Management as well as mobile for Work & Inventory (issues).
3	Data Migration Strategy Workshop	24			Provide Load strategies for Locations and Job Plans, Work Codes (if

					necessary) and any additional update loading of existing PM's
4	EAM Data Assessment	8			Vendor to verify clean - Data Assessment prior to loading to identify data scrub/load requirements
5	User Roles Definition (Security & Training Purposes)	8			Vendor to confirm roles to build proper security groups and training material
6	Maximo Application Design-Core	80			Vendor to confirm design specifications were created for each Maximo application based on requirements gathered. Includes fixed location 'POS' type scanning to issue/return parts from warehouse & tool tracking
7	Maximo Test Script Development	0			Vendor identify test scripts
8	Training Plan Development	0			OPTIONAL-Based on the roles defined, a plan on how training will be delivered
9	On-Going Project Management	181			20% of total hours
10	Maximo Installation	0			Vendor to verify environments already set-up, and Identify

					number of environments. Confirm a minimum of 2.
11	Maximo Technical Upgrade to 7.6	40			MBL is in IBM Maximo 7.5 now and 7.6 anywhere.
12	WebSphere Clustering/Load Balancing	0			Vendor to confirm less than 35 concurrent users
13	Maximo Configuration	120			Vendor to identify number of weeks for asset, work & inventory management
14	Workflow Configuration	0			Maximo Workflow for FTA Force Account work order approval-doing manually
15	Data Loading	0			Vendor to confirm Data already loaded
16	Data Optimization and Enhancement	0			Vendor to confirm system is within scope-and data is clean
17	Maximo Custom Training Material Development	40			Cheat sheets only, no other custom material
18	Maximo Train the Trainer Training	40			Vendor to provide one class up to 12 people. Training material will be utilized if within scope.
19	Maximo System Administration Training	24			Training is OJT delivery method with no training materials.

20	Maximo End User Classroom Training	0			Vendor to provide 2 classes at 16 hours average.
21	User Acceptance & System Testing Support	40			MBL will own most of testing and defects will be resolved by Vendor
22	Environment Migration Support	32			Vendor will provide 2 iterations of environment refresh with 2 environments
23	Maximo Anywhere Implementation	120			IBM Maximo, Anywhere requires effort to understand, vendor must provide the transfer of knowledge of use/effort required
24	Maximo Everyplace Implementation	0			Vendor must demonstrate IBM Maximo Everyplace functionality of 3 work and/or inventory management applications.
25	Maximo BIRT Report Development	80			Vendor will provide 6 medium complexity reports and 5 KPIs - includes bar code printing report and Federal Grant tracking report

26	Go-Live Preparations, Cutover, and Post-Production Support	148			Vendor will provide 1 pre and 1 post go-live weeks of implementation support by support team
27	Project Closeout	24			Delivery of finalized and updated specification.
28	Data Integration Assessment				Gather information needed for data integration
	Sub-Totals				
	Estimated Travel				
	Total Cost (including estimated expenses)				

SECTION II

1. EVALUATION CRITERIA

The recommended award for this project will be made to the Contractor, judged to be the most qualified in meeting the overall objectives of this Request for Proposal. Pricing will not be considered during the evaluation of proposals.

Evaluation of the proposals will consist of the following factors as specified below:

1.1 "PASS/FAIL" EVALUATION

Initially, a "pass/fail" evaluation will be made of the proposal to determine compliance with the provisions of the RFP. Failure in any one of the "pass/fail" criteria shall be cause for disqualifying the entire proposal from further review. The determination to disqualify a proposal shall be solely at the discretion of the City of Montebello, if it is determined to be in the City's best interests. These criteria shall include, but not be limited to, the following:

- 1.1.0 Proposals will be received through **5:00 P.M. on April 11, 2019** through Planet Bids, only one electronic copy is required.

All proposals must be electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Proposers must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. **There no fees to register and bid on this Request For Proposals.**

- 1.1.1 Proposal shall include a statement of proprietorship and financial stability.
- 1.1.2 Proposal shall include a statement concerning the acceptance of terms and conditions of this RFP, and all required certifications completed and signed.
- 1.1.3 Proposal shall demonstrate the capability and documented history as a full-service Firm.

1.2 CUMULATIVE SCORE RATING EVALUATION

Those proposals that pass the requirements of Section 1.1 (above) will be rated according to the following criteria on the basis of an assigned point system:

5	=	Outstanding Qualifications
4	=	Excellent Qualifications
3	=	Above Average Qualifications
2	=	Average Qualifications

- 1 = Below Average Qualifications
- 0 = Does not Qualify

In determining the best suited and qualified firm, consideration will be given to the following areas:

- 1.2.1 General Quality and Responsiveness of Proposal 15 percent**
 - 1. Completeness and thoroughness of the proposal will be evaluated on the following factors:
 - a. Recognition of overall concept and objectives.
 - b. Responsiveness to requirements, terms, and conditions.
- 1.2.2 Statement of Qualifications, Experience and Organizations Relationships 45 percent**
 - 1. Experience in the design and/or construction of related projects.
 - 2. Experience in IBM MAXIMO.
 - 3. Experience in Federally funded projects, including prevailing wage monitoring and compliance, and knowledge and experience in contract administration and processing change orders.
 - 4. History of professional liability claims.
 - 5. Clarity and logic of the proposed organizational framework:
 - a. Experience of proposed project team members including education, experience, and past experience working as a team.
 - b. Experience and qualifications of the project manager which will ensure project coordination through completion of the Scope of Work Objectives.
 - 6. Proposer's capability to provide the proposed scope of project Management, Inspection, Specialty Inspection, and Testing services.
 - 7. Impact of the proposer's workload on the capability/commitment of the project Manager to accomplish the required services within the City's schedule.
- 1.2.3 Work Plan and Technical Approach 30 percent**
 - 1. Approach to Change Order Cost estimating and claims.
 - 2. Sufficiency of project record keeping and tracking.
 - 3. Knowledge of video monitoring system means & methods
- 1.2.4 References from Past Clients 10 percent**

Three references related to IBM MAXIMO or related projects will be obtained from clients.

- 1.3 In the event a single proposal is received, or a single proposal received passes the "pass/fail" evaluation described in Section 1, the CITY may conduct a price or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to the retaining of a similar service. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for the CITY to conduct a cost analysis of the proposal price.

2. PROPOSAL CONTENT

2.1 Business Organization

State the full name and address of your organization and, if applicable, the parent or subsidiary entity that will perform or assist in performance of the work contained in your proposal or will provide any assistance. Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated and your Federal identification number. Also include a certified copy of your latest annual report, including a balance sheet and income statement.

2.2 Staff Description

Identify personnel requirements by number and skill. Further, include names and proposed physical location of executive and professional personnel who would be employed in this project. Indicate through the use of organizational diagrams and/or narrative statements, the proposed project manager and staff support, subcontracting, and specific functions of each assigned individual. Also provide detailed qualifications of employees or subcontractors who will be assigned to this project.

2.3 Prior Experience

Include descriptions of prior or present projects which would tend to substantiate your qualifications to perform this project. Include name, address and telephone number of the responsible person of former clients who may be contacted.

2.4 Statement of Proposal and Work Plan

State in succinct terms your understanding of the tasks to be addressed in this project, as presented in the RFP, and the proposed plan of work by which your proposal would accomplish the Scope of Work as described.

- A. The plan of work shall identify by task work activities, site meetings, presentations, interim and final written reports to be delivered in carrying out the Scope of Work.
- B. Describe the contributions and/or data that will be anticipated from MBL.
- C. If subcontractors or branch officers are used, clearly identify their capability and willingness to carry-out their assignments in the Scope of Work.

2.5 Work Schedule

Prepare a time-related chart relating tasks, subtasks, and meetings.

2.6 Price Proposal

Prepare a table of estimated person hours by professional classification and itemized by each of the proposed tasks. Include subcontract personnel in this table. (Appendix A)

SECTION III – GENERAL PROVISIONS

1. INSTRUCTION TO PROPOSERS

- 1.1 Successful proposer, herein after referred to as “CONSULTANT” shall provide the **MAXIMO CONFIGURATION AND CUSTOMIZATION PROJECT**, as described in these provisions, to the City of Montebello Municipal Bus Lines, hereinafter referred to as “MBL.”

- 1.2 Proposals will be received via PlanetBids up to the hour of **5:00 p.m.**, on **Thursday April 11, 2019**. Proposals arriving later than 5:00 p.m. will be rejected.

A Pre-Proposal Meeting will be conducted on **Tuesday, March 19, 2019 at 2:00 p.m.**, in the Transportation Building located at 400 South Taylor Avenue, Montebello. It is highly recommended that all potential proposers attend this important meeting.

A proposal is late if MBL receives it after the deadline stated in this Request for Proposal (RFP) for delivery of proposals. MBL will reject a late proposal without evaluation.

- 1.3 All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to proposers by MBL are authorized and binding. Addenda issued by MBL referring to this proposal and received by the proposer shall be acknowledged by submitting the **Receipt of Addenda Form** with the proposal.
- 1.4 No form revisions of any proposer will be considered as part of the proposal, unless written on the price sheet or attached thereon and referenced.
- 1.5 Proposals shall be signed by proposer’s authorized representative on the forms provided by MBL. MBL will not be responsible for any liability claims or costs incurred by the proposer in the preparation, transportation, and submission of proposals.
- 1.6 MBL reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and to make an award as may best serve the interest of MBL. The making of an award is contingent upon the availability of funding.

MBL reserves the right to make award within sixty (60) calendar days from the date proposals are opened. Should award in whole or part be delayed beyond the period of sixty (60) days, such award shall be conditioned upon proposer’s acceptance.

- 1.7 Compliance with Federal Requirements: This is a federally funded project and requires compliance with all federal requirements: Federal Transit Administration Grant Agreement.

Federal Changes: CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (16) dated Oct. 1, 2009) between MBL and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

- 1.8 Execution of General Contract: The Contract shall be signed by the successful Proposer and returned, together with the specified payment and performance contract bonds, within ten (10) working days after the Contract has been mailed or otherwise delivered to Proposer. No Contract shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Contract and file acceptable bond within ten (10) working days after the Contract has been mailed or otherwise delivered to the successful Proposer shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of MBL not as a penalty, but in liquidation of damages sustained. Award may then be made to the next responsive and responsible Proposer, or the work may be re-advertised as MBL may decide.

Suits, Claims, Demands: The CONSULTANT agrees to protect, defend, indemnify, save and hold MBL harmless from and against all suits, claims, and demands based upon any infringement of the patent rights of any person or persons in consequence of the use by MBL or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which the CONSULTANT is not lawfully entitled to sell, or from any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the said CONSULTANT, its sub-CONSULTANTS, or any of their servants, employees or agents. MBL will give the CONSULTANT prompt notice in writing of the institution of any suit or proceeding and permit the CONSULTANT through his counsel to defend MBL and will give all needed information, assistance and authority to enable the CONSULTANT to do so.

Notice of Suit or Action Filed: The CONSULTANT shall give MBL immediate notice of any suit or action filed or prompt notice of any claim made against MBL arising out of the performance of this contract. The CONSULTANT shall furnish immediately to the MBL copies of all pertinent papers received by the CONSULTANT. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONSULTANT shall authorize representatives of MBL or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

Withhold of Prevailing Wage Forfeited Amounts: In accordance with SB 222, the CITY is required to withhold any amounts from progress payments to CONSULTANT that have been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed, and transfer all withheld wages and penalties to the Labor Commissioner for disbursement in those cases where the CONSULTANT fails to bring a lawsuit for amounts withheld within 90 days after the completion of the public works contract and formal acceptance of the job by the CITY.

Terms and Conditions Binding Upon Sub-CONSULTANT: All terms and conditions contained in this Proposal shall be binding upon the CONSULTANT's sub-CONSULTANTS. The CONSULTANT shall enter into Contracts with its sub-CONSULTANTS and these Contracts shall contain these terms and conditions.

- 1.9 Notice to Proceed: The Notice to Proceed shall be issued within fifteen (15) working days of Contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between MBL and CONSULTANT. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONSULTANT may terminate the Contract without further liability on the part of either party.
- 1.10 Business License: The CONSULTANT and all Sub-CONSULTANTS will each secure a City of Montebello Business License prior to commencing work or services.

2. PROPOSAL SELECTION / AWARD OF CONTRACT

- 2.1 In determining the CONSULTANT, consideration will be given to the overall price, financial responsibility of the Proposer, responsiveness to these provisions, qualifications, suitability of the labor and material offered, and DBE participation (if a DBE goal has been specified in Section 7.4).
- 2.2 Single Proposal: In the event a single proposal is received, MBL may conduct a price or cost analysis of the proposal (to be limited to non-proprietary cost data only). A cost analysis is the process of examining the proposal and evaluating the separate cost elements. It should be recognized that a cost analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar provisions. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is not possible to obtain a valid price analysis, it may be necessary for MBL to conduct a cost analysis of the proposal price.

- 2.3 Award of Contract: Within sixty (60) calendar days after the opening of proposals, if a Contract is to be awarded, the award will be made to the responsible, responsive, and qualified Proposer whose proposal complies with all the requirements prescribed. The successful Proposer will be notified, by letter mailed to the address shown on his proposal, that his proposal has been accepted and that he has been awarded the Contract.

3. ADDENDA / INTERPRETATION

- 3.1 Interpretation: No interpretation of the meaning of the plans, specifications or other pre-proposal documents will be made to any Proposer orally. Every request for such interpretations shall be in writing addressed to Eric Yan, Transit Grants and Projects Administrator, Department of Transportation, City of Montebello, 400 South Taylor Avenue, Montebello, California 90640 by electronic mail (eyan@cityofmontebello.com). Such requests must be received by **close of business on March 26, 2019**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and, if issued, will be sent by electronic mail.
- 3.2 Proposer Responsibility: Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Request for Proposal. Proposer shall assume full responsibility for making himself completely aware both of the existence and contents of all addenda. At the time of opening of the proposals, each Proposer will be presumed to have read and to be thoroughly familiar with the Request for Proposal Documents (including all addenda) and referenced legal provisions. The failure or omission of any Proposer to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposer from any obligation with respect to his proposal.

4. TIME OF COMPLETION

- 4.1 Upon award of Contract and written Notice to Proceed, the CONSULTANT shall complete evaluation of construction bids, construction management and administration, and post-construction administration, within the proposed "Time of Completion" Schedule. The detailed Scope of Work shall be as described in this Request for Proposal.
- 4.2 In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONSULTANT, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONSULTANT and MBL.

5. PAYMENT

- 5.1 A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640**. Any discount given will be taken on full amount of invoice, unless freight or other charges are itemized and discount thereon is specifically disallowed.
- 5.2 Payment will be made within thirty (30) days after acceptance and approval of invoice.
- 5.3 Payment Schedule: Monthly

Invoices may be furnished in accordance with the following schedule and reference CITY OF MONTEBELLO purchase order number. Such invoices shall detail the price of the delivered items, and applicable taxes on the purchase. The cost of the warranty and the cost of delivery shall be included in the proposal price. All labor costs, if any, shall be shown separately, i.e. installation.

Provide (1) One invoice monthly.

6. CIVIL RIGHTS REQUIREMENTS

During the performance of this Contract, the CONSULTANT agrees as follows:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - The CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - The CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

- (3) The CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 7.1 MBL Assurance: MBL shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract, or in the administration of its DBE Program.

MBL shall take all necessary and reasonable steps under Part 26, Title 49 of the Code of Federal Regulations (CFR), to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

MBL's DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this contract.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to MBL of its failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

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

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

- 7.3 Contract Goals: MBL intends to meet its goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal. Where race-neutral

measures are inadequate to meet the annual overall goal, MBL will establish specific contract goals for particular projects with subcontracting opportunities.

There is no DBE project goal established for this project. At this time (sponsor) will meet DBE goal on federally assisted projects through race neutral measures. (Sponsor) supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime CONSULTANTS to subcontract portions of their work that might otherwise perform with their own forces.

- 7.4 Good Faith Efforts: If a specific DBE participation goal is identified in the above Section (7.3), a proposer must demonstrate that it can meet this specified goal in the performance of this contract in order for the proposal to be determined a responsive proposal. If a proposer cannot meet the specified goal, the proposer must demonstrate that it performed sufficient good faith efforts to meet the goal. A proposer who is not responsive shall be ineligible for award of contract.

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

The kinds of effort that will be considered demonstrative of "Good Faith Efforts" include, but are not limited to, the following: Whether the CONSULTANT solicited through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work; whether the CONSULTANT solicited interest within sufficient time to allow the DBEs to respond and, if appropriate steps were taken, to follow-up with interested DBEs; whether the CONSULTANT selected portions of work to be performed by DBEs and, where appropriate, broke-out contract work items into economically feasible units to facilitate DBE participation even when the CONSULTANT might otherwise prefer to perform these work items with its own forces; whether the CONSULTANT negotiated in good faith with interested DBEs (evidence includes names, addresses, and phone numbers; description of information provided regarding plans and specifications; and evidence as to why additional agreements could not be reached); whether the CONSULTANT made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; whether the CONSULTANT made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance; whether the CONSULTANT effectively used the services of available minority/women community organizations, CONSULTANTS' groups, or other organizations to provide assistance; and whether other proposers on the procurement met the DBE goal.

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

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

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

In connection with the performance of this contract, the CONSULTANT will cooperate with MBL in meeting these commitments and objectives.

- 7.6 Required Proposal/Proposal Submittals: Proposer shall submit with proposal the following information for all participating firms: Firm name, firm address, firm status as a DBE or non-DBE, the age of the firm, and the annual gross receipts of the firm. **(Attachment A-3, Bidders List of Participating Firms)**

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

MBL shall require that any DBEs listed by proposers for participation in the contract be certified as eligible DBEs. MBL will accept current certifications by the DOT and its agencies, the Small Business Administration, or other DOT federal financial assistance recipients, as appropriate. **Within five days of**

proposal opening, DBEs with current certification must attach a copy of their current Letter of Certification and a copy of their current Statement of Personal Net Worth.

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

- 7.7 CONSULTANT Assurance: Pursuant to 49 CFR Part 26, the CONSULTANT is required to make the following assurance in its agreement with MBL and to include this assurance in any agreements it makes with subCONSULTANTS in the performance of this contract:

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

- 7.8 Prompt Payment to SubCONSULTANTS: The CONSULTANT must pay SubCONSULTANTS for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the CONSULTANT by MBL. Prompt return of retainage payments from the CONSULTANT to the SubCONSULTANT will be made within 15 days after the SubCONSULTANT's work is satisfactorily completed.

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

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

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

- 7.10 Contract Change or Amendment: When a contract change or amendment is made, the CONSULTANT will submit a statement to the DBE Officer regarding how the change may affect DBE subcontracting.
- 7.11 Reporting DBE Participation: The CONSULTANT is required to report all DBE participation on their contract whether or not the contract contains a specified DBE goal. The CONSULTANT is not to count participation of a DBE SubCONSULTANT until the amount being counted has been paid to the DBE.
- 7.12 Counting DBE Participation toward the Contract Goal: Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the CONSULTANT or its affiliate) may also be counted.

Commercially Useful Function: Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Expenditures may only be counted if the DBE is performing a commercially useful function. A DBE should perform at least 30 percent of the total cost of its contract with its own work force. Decisions on commercially useful function are subject to review by the FTA, but are not administratively appealable to DOT.

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

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

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

- 7.14 Evaluation of Proposals with DBE Goals: After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible proposer, who also meets the contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In

the event that the proposer does not meet the contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

8. FINANCIAL ASSISTANCE / DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS

Financial Assistance: The items described in these provisions are to be purchased with assistance through a grant funded by the Federal Transit Administration under the Urban Mass Transportation Act of 1964. The CONSULTANT shall comply with all applicable terms and conditions prescribed by the Federal Government for third party contracts.

Disclaimer of Federal Government Obligations: The Federal Government is not a party to this contract and has no obligations or liabilities to any CONSULTANTS in connection with the performance of this project. The CONSULTANT agrees to include this clause in each sub-contract.

9. PROHIBITED INTEREST

- 9.1 No Council member, officer, or employee of the City of Montebello or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

10. CONSULTANT ELIGIBILITY (DEBARMENT, SUSPENSION, EXCLUSION, COLLUSION)

- 10.1 In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 CFR Part 29 on 11/26/03. This government wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). These are contracts and subcontracts referred to in the regulation as "covered transactions."

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONSULTANT is required to verify that none of the CONSULTANT, its

principals, as such defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

- 10.2 Affidavits are required to be completed by the CONSULTANT and by all Sub-CONSULTANTS declaring that the proposal is in all respects fair and without collusion or fraud. **(Attachment F, Non-Collusion Affidavit of Prime Bidder; Attachment G, Non-Collusion Affidavit of Sub-CONSULTANT)**
- 10.3 A contract cannot be awarded to any vendor that is on the United States Comptroller General's list of ineligible CONSULTANTS. The potential Prime CONSULTANT and all potential sub-CONSULTANTS must complete the **Ineligible CONSULTANTS Form (Attachment D-1)** regarding debarment for violations of public contracts incorporating Labor Standard Provisions.

11. FEDERAL PROHIBITED INTEREST / LOBBYING

- 11.1 Federal Prohibited Interest: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom {FTA Grant Agreement, Part II, Sec. 114 (m)}.
- 11.2 Lobbying: No Federal appropriated funds have been paid or will be paid, by or on behalf of the supplier/company, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with the awarding of any Federal Contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan, or cooperative agreement.

As a recipient of federal funds, MBL is required to certify compliance with the influencing restrictions and efforts of CONSULTANT to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to Section 1352, Title 31 U.S. Code.

The successful offeror to this solicitation, and all Sub-CONSULTANTs with contracts of \$100,000.00 or more, will be required to complete and submit to MBL the certification form entitled "**Certification of Restrictions on Lobbying," Attachment E**, whether or not any lobbying efforts took place. If the successful offeror, and/or primary Sub-CONSULTANT, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to MBL. Form is available upon request.

12. CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION / 'BUY AMERICA' PROVISION / PERMITS

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

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

In the event the CONSULTANT breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. CONSULTANT shall be liable for any and all costs incurred by MBL as a result of such default.

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

- A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
- B. When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- C. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.

- D. When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

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

When a petition for investigation has been filed with FTA before award, MBL reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, MBL reserves the right to not open proposals prior to the resolution of the investigation by FTA.

The CONSULTANT and all Sub-CONSULTANTS with contracts of \$100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached **"Buy America Certificate" (Attachment B)**, with the proposal.

- 12.4 Permits: CONSULTANT shall be responsible for obtaining any and all permits required to perform any installations. The installation shall be in complete compliance with the City of Montebello Building, Fire Codes, and CAL OSHA and any other governmental regulations that relate to this contract.

13. **INSURANCE**

CONSULTANT, performing as an independent CONSULTANT hereunder, shall be fully responsible for providing Workman's Compensation and General Liability coverage as follows:

<u>Type of Insurance</u>	<u>Limits of Liability (Minimum)</u>
Workman's Compensation	Statutory
Professional Liability	\$1,000,000
Employer's Liability	\$ 500,000 (each accident)
General Liability	\$1,000,000 combined single limit
Comprehensive Form	
Premises Operations	\$1,000,000
Explosion and Collapse Hazard	
Underground Hazard	
Products/Completed Operations Hazard	\$1,000,000
Contractual Insurance	\$1,000,000
Broad Form Property Damage	
Independent Contractors	\$1,000,000

Automobile Liability	\$500,000 combined single limit
Owned	
Hired	
Non-owned	
Garage Liability	\$500,000

MBL shall have no responsibility of liability for such insurance coverage.

CONSULTANT must provide a certificate of insurance compliance which must be approved by the CITY OF MONTEBELLO before the work commences. Proof of liability insurance shall be by means of an endorsement stating that the CITY OF MONTEBELLO is an additional insured under the general liability policy. The CITY shall be listed as an additional insured on all certificates of insurance and must be notified 30 days in advance of insurance cancellation or termination. Certification to be submitted to the CITY's Purchasing Manager, RFP No. 17-17, City of Montebello, 1600 West Beverly Boulevard, Montebello, CA 90640.

14. SCOPE OF CONTRACT

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

15. QUALIFICATIONS OF PROPOSERS

15.1 Proposer shall be either manufacturers of the items proposed upon, or shall satisfy MBL of their ability to furnish the specified items. Only Proposer of established reputation, having proper facilities to provide the items called for in these provisions, shall be considered in making the award. **The attached References must be completed and submitted if the proposal is to be considered responsive.**

15.2 A Proposer must present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the proposal. The attached Proposer's Information, Qualifications Certification must be completed, notarized and submitted if the proposal is to be considered responsive.

16. PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The price to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the CONSULTANT provide complete services of the type prescribed. Any items omitted from such specifications which are

clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONSULTANT in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

17. PROPOSAL PROTEST PROCEDURES / POLICY BEFORE PROPOSAL OPENING

Each proposal shall set a timetable for filing a protest before a proposal opening, (10 working days).

The most common types of protest that might be filed before a proposal opening would include one based upon restrictive specifications, or alleged improprieties in any type of solicitation that is apparent prior to the scheduled proposal opening.

MBL will grant the protesting firm a fair review, and allow up to 10 working days to review or appeal a decision provided no state or federal law or regulation has been violated.

It is the intent of MBL to resolve all protests at the local level.

When a protest is filed before a scheduled proposal opening certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame, (10 working days).
- B. The protest must contain the reason(s) for the protest and should recommend a remedy.
- C. Where appropriate, MBL will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all Proposers/offerors and sub-CONSULTANTS or suppliers provided they have a substantial economic interest in a portion of the RFP.
- D. All potential Proposers will be advised of a pending protest.
- E. MBL shall not open proposals prior to the resolution of the protest, unless it is determined that:
 - The items to be procured are urgently required, or;
 - Delivery or performance will be unduly delayed by failure to make the award promptly, or;
 - Failure to make prompt award will otherwise cause undue harm to MBL or the Federal Government.

- F. MBL will respond in writing within 10 working days after receipt of a properly filed protest. The response will be provided by the Purchasing Manager and will include a response to each substantive issue raised in the protest.
- G. After the exhaustion of administrative remedies the protesting party will be given our final decision. The Purchasing Manager has the authority to make the final determination regarding all protests.

Note: The Federal Transit Administration will only review a protest that the grantee failed to have or to follow its protest procedures, or that it failed to review a complaint or protest. A protest to the Federal Transit Administration must be filed in accordance with Federal Transit Administration Circular C4220.1F.

All protests must be filed within 10 working days and sent to the Purchasing Manager for determination.

The CITY of Montebello
Attn: Purchasing Manager
1600 W. Beverly Boulevard
Montebello, CA 90640

18. PROPOSAL PROTEST PROCEDURES / POLICY AFTER PROPOSAL OPENING / POST AWARD

A protest filed after a proposal opening or post award must be filed within 5 working days after the proposal opening or notice of award.

The types of protests most commonly filed after proposal openings are varied, e.g., one in which the award is made to other than the low Proposer, changes to the criteria during proposal evaluation, proposal compliance, etc.

MBL will grant the protesting firm a fair review, and allow up to 10 working days to review or appeal a decision provided no state or federal law has been violated.

It is the intent of MBL to resolve all protests at the local level.

All protests, including Federal Transit Administration funded projects, must follow certain guidelines.

- The protest must be submitted in writing within the specified time frame, (5 working days).
- The protest must contain the reason(s) for the protest and recommend a remedy.
- Where appropriate, MBL will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may

include all Proposers/offerors and Sub-CONSULTANTS or suppliers provided they have a substantial economic interest in a portion of the RFP.

- MBL will respond in writing within 10 working days after receipt of the protest. The response will be provided by the Purchasing Manager and will include a response to each substantive issue raised in the protest.
- After exhaustion of administrative remedies, the protesting party will be given our final decision. The Purchasing Manager has the authority to make the final determination regarding all protests.

Note: The Federal Transit Administration will only review a protest that the grantee failed to have or to follow its protest procedures, or that it failed to review a complaint or protest. A protest to the Federal Transit Administration must be filed in accordance with Federal Transit Administration Circular C4220.1F.

All protests must be filed within 5 working days of the date the protester knew or should have known of the violation.

19. DRUG-FREE WORKPLACE

The CONSULTANT, and all Sub-CONSULTANTS, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (**Certification of Drug-Free Workplace, Attachment H**).

20. REMEDIES / SANCTIONS FOR BREACH OF CONTRACT

MBL may terminate the contract if the successful offeror breaches the terms or violates the conditions of the contract, and does not within ten (10) days thereafter, cure such breach or violation. The successful offeror shall be liable for any and all costs incurred by MBL as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful offeror under this Agreement {49CFR 18.36(i)(2)}.

21. INSPECTION AND RETENTION OF RECORDS

The CONSULTANT shall permit authorized representatives of MBL, the U.S. Federal Transit Administration, and the Comptroller General of the United States to inspect and audit all data and records of the CONSULTANT relating to its performance and its sub-contracts under this contract from the date of the contract through and until the expiration of three years after completion of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until MBL, the U.S. Federal Transit Administration, and the Comptroller General of the United States, or any of their duly authorized representatives,

have disposed of all such litigation, appeals, claims or exceptions related thereto. MBL retains ownership of all project documents and records maintained by the CONSULTANT on behalf of MBL.

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

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

CONSULTANT agrees to abide by the provisions of the State Labor Code {49CFR, 18.36 (l)(2)}, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations. FTA Grant Agreements, part II, section 119 (a).

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

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

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

- Apprentices -- All apprentices employed on this project shall be bona fide

apprentices registered with the State of California, Division of Apprenticeship Standards.

- Certified Payroll -- All CONSULTANTS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.
- Payment Of The Prevailing Wage -- The CONSULTANT and all Sub-CONSULTANTS under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.
- Working Hours -- The CONSULTANT shall pay workers employed on the contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.
- Employee Interviews -- MBL, through its representatives, will conduct weekly on-site interviews of workers employed on the contract. The interviews shall be conducted without the interference or obstruction of the CONSULTANT. No worker who is interviewed is to be threatened, coerced, or intimidated.

Violations: MBL will take cognizance of violations of the prevailing wage and public works laws committed during the course of this contract. Such evidence of violation may result in the assessment of penalties and forfeitures to the fullest extent allowed by law until compliance has been strictly effectuated. MBL may suspend or terminate a contract, or debar a CONSULTANT from future contracts, for breach of the Labor Compliance Requirements.

Contract Work Hours and Safety Standards Act

- (1) **Overtime requirements** - No CONSULTANT or subCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONSULTANT and any subCONSULTANT responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and subCONSULTANT shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum

of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

- (3) **Withholding for unpaid wages and liquidated damages** – MBL shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or subCONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- (4) **Subcontracts** - The CONSULTANT or subCONSULTANT shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subCONSULTANTS to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any subCONSULTANT or lower tier subCONSULTANT with the clauses set forth in this section.
- (5) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the CONSULTANT during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONSULTANT shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONSULTANTS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the

apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

23. CLEAN AIR / WATER POLLUTION CONTROL / ENERGY CONSERVATION

The CONSULTANT shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C., 1251 et seq.), and all applicable and mandatory standards, policies, orders, or requirements issued pursuant to Federal statute or regulation relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.). CONSULTANT is responsible for reporting any violations to MBL and understands and agrees that MBL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONSULTANT also agrees to include these requirements in each sub-contract exceeding \$100,000.

24. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

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

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

25. SAFETY AND HEALTH REGULATION

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

26. SUBLETTING OR ASSIGNMENT OF CONTRACT

- A. The CONSULTANT shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of MBL. No Sub-CONSULTANT, or transfer of Contract, shall in any case release the CONSULTANT of his liability under the Contract and Bonds.
- B. The CONSULTANT shall submit with his Proposal the name and address of each Sub-CONSULTANT he intends to employ, a description of the work which the Sub-CONSULTANT is to do, the dollar amount of each Sub-CONSULTANT contract, and such other information as may be required in order that MBL's approval may be obtained as to reliability and ability to perform the work (**Bidders List of Participating Firms, Attachment A-3**).

27. SUB-CONSULTANTS

- A. Required Submittals for Sub-CONSULTANTS and Material Suppliers:
Listings of all Sub-CONSULTANTS and Material Suppliers performing work

for the prime Contract shall be submitted and received with the CONSULTANT's Proposal. Lists of Sub-CONSULTANTS and Material Suppliers are a part of the proposal package, and failure to submit said listings might constitute the submittal of an incomplete proposal. Pre-printed forms are attached (**Bidders List of Participating Firms, Attachment A-3, and List of Sub-CONSULTANTS/ Material Suppliers, Attachment I**).

- B. Terms and Conditions Binding Upon Sub-CONSULTANTS: All terms and conditions contained in this Proposal shall be binding upon the CONSULTANT's Sub-CONSULTANTS. The CONSULTANT shall enter into Contracts with its Sub-CONSULTANTS and these Contracts shall contain these terms and conditions.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

The CONSULTANT also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C., 1001 and 49 U.S.C., 5307(n)(l) on the CONSULTANT, to the extent the Federal Government deems appropriate.

The CONSULTANT agrees to include the above two clauses in each sub-contract. It is further agreed that the clauses shall not be modified, except to identify the Sub-CONSULTANT who will be subject to the provisions.

29. PRIVACY ACT

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

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

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this document. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any MBL requests which would cause MBL to be in violation of the FTA terms and conditions.

31. SEISMIC SAFETY

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

SECTION IV CONTRACT AGREEMENT

DRAFT

CITY OF MONTEBELLO, CALIFORNIA

CONTRACT AGREEMENT

FOR

**MAXIMO CONFIGURATION AND CUSTIMIZATION
FOR CITY OF MONTEBELLO TRANSPORTATION DEPARTMENT**

RFP NO. 19-21

This Contract Agreement ("Agreement") is made and entered into for the above stated project this _____ day of _____, 2019 by and between the City of Montebello, as "AGENCY," and _____ as "CONSULTANT," collectively referred herein as the Parties.

RECITALS

A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONSULTANT is a corporation duly organized and doing business in the State of California. CONSULTANT represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONSULTANT, and CONSULTANT seeks to provide to the AGENCY, equipment, goods and services necessary for the **MAXIMO CONFIGURATION AND CUSTIMOZATION** ("Project") as further described in RFP No. 19-21.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONSULTANT agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purpose of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications 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 (collectively referred herein as the "Contract Documents"). All of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

ARTICLE II. Services to be performed by CONSULTANT

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONSULTANT agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONSULTANT covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants or CONSULTANTS engaged by the AGENCY in providing the services necessary for the Project. CONSULTANT covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONSULTANT agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated _____, 2019 ("Compensation"). The total amount of the compensation shall not exceed the sum of _____ dollars (\$_____). AGENCY shall pay CONSULTANT upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

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. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONSULTANT including acts of God. CONSULTANT shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONSULTANT.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material ("written Products") developed by CONSULTANT in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. 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 CONSULTANT.

ARTICLE VI. Independent Contractor

CONSULTANT is, and shall at all times remain to the AGENCY, a wholly independent contractor. CONSULTANT shall have no power to incur and debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as set forth in this Agreement. CONSULTANT shall not represent that it is, or that any of its agents or employees are, in any manner employees of the AGENCY.

ARTICLE VII. Confidentiality

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

ARTICLE VIII. Compliance with State and Local Laws

CONSULTANT 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. All services required under this Agreement will be performed by CONSULTANT, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONSULTANT shall be responsible for payment of all employees' and subCONSULTANT's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONSULTANT shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONSULTANT agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and

expenses, which may accrue against the AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONSULTANT under this Agreement regardless of responsibility for negligence. In addition, CONSULTANT shall defend, indemnify, and hold harmless the AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or contracted by CONSULTANT or its subconsultants in connection with the services under this Agreement, regardless for responsibility for negligence.

ARTICLE X. Insurance

In accordance with the terms of the Contract Documents, CONSULTANT shall furnish AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-CONSULTANTS, or their employees, whether or not caused by the sole (or contributing) negligence of AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced without thirty (30) days prior written notice to AGENCY.

ARTICLE XI. Authorization by CONSULTANT

CONSULTANT affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XII. 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.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

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

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONSULTANT. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONSULTANT.

ARTICLE XIII. Dispute Resolution and Legal Remedies

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, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

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

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

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, martial status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-consultants 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.

ARTICLE XVI. Notices

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals

hereunder shall be given to the following addresses or such other addresses as the parties may designate by written notice:

To AGENCY: Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640
Attention: Tom Barrio
Director of Transportation
Phone: 323-558-1625

To CONSULTANT:

Attention:
Phone:
Email:

ARTICLE XVII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XIX. Entire Agreement

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONSULTANT, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

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 Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____day of _____, 2017.

CITY OF MONTEBELLO
("CITY")

("CONSULTANT")

_____, the Mayor

Federal Tax Identification No. _____

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

SECTION V

FORM SUBMITTAL REQUIREMENTS

The following forms indicated by asterisk (*) must be completed by the prime bidder and accompany all bids in order to be considered for award; the following forms not marked by asterisk are to be submitted at the time set in the bid documents:

<u>Attachment</u>	<u>Name of Form</u>	<u>Referenced in Section</u>
*	References	G.P. 15.1
*	Receipt of Addenda Form	G.P. 1.3
*	Proposers Information, Qualification Cert.	G.P. 15.2
*A	Statement of DBE Participation	G.P. 7.6
*A-3	Bidders List of Participating Firms	G.P. 7.6, 27-A
*B	Buy America Provision	G.P. 12.3
*D-1	Ineligible Contractors (Prime)	G.P. 10.3
D-1	Ineligible Contractors (Sub)	G.P. 10.3
*E	Certification of Restrictions on Lobbying	G.P. 11.2
*D	Certification Re Debarment & Suspension	G.P. 10
*F	Non-Collusion Affidavit of Prime Bidder	G.P. 10.2
G	Non-Collusion Affidavit of Sub-Contractor	G.P. 10.2
*H	Certification of Drug-Free Workplace (Prime)	G.P. 19
H	Certification of Drug-Free Workplace (Sub)	G.P. 19
APPENDIX A	Vendor Task	S.O.W. 2.6

The following forms/requirements are to be provided only by the successful bidder:

	Insurance	G.P. 13
--	-----------	---------

Reproduce forms as needed.

REFERENCES

Provide at least three (3) public agencies/firms for which BIDDER has performed similar work within the past five years.

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work:

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work:

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work:

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work:

RECEIPT OF ADDENDA FORM
RFP No. 19-21

The PROPOSER acknowledges the receipt and incorporation of the following addenda into the Request for Proposal.

PROPOSER NAME: _____

BUSINESS ADDRESS: _____

<u>Addenda #</u>	<u>Issue Date</u>	<u>Receipt Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Authorized
Representative: _____

Printed Name: _____

Title: _____

PROPOSERS INFORMATION, QUALIFICATIONS CERTIFICATION

PROPOSER Name _____

Business Address _____

Phone (____) _____ FAX (____) _____

Name of Project Manager _____

Business License No. _____

Original Date Issued _____ Expiration Date _____

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

Indicate Date and Location of incorporation: _____

How many years have you been engaged in the contracting business under your present firm or trade name? _____

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

Date	Principal Name
_____	_____
_____	_____
_____	_____

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

Has your present organization ever failed to complete any work awarded to it?
If yes, state when, where, and why.

Yes ☐ No ☐

Has your present organization ever defaulted on a contract?
If yes, state when, where, and why.

Yes ☐ No ☐

Indicate the name and address and phone number of one or more banks which have information that would enable them to advise regarding the financial ability of your company.

Credit available: \$ _____

Will you fill out a detailed financial statement and furnish any other information that may be required by the state of California? ☐ Yes ☐ No

Employer Identification Number (Treasurer's Number): _____

CERTIFICATION

In WITNESS WHEREOF, BIDDER certifies that the foregoing is true and correct; and executes and submits this bid this _____ day of _____, 20__.

PROPOSER: _____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

**STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone No.

Type of Business

Current DBE Certification? ☐ Yes* ☐ No**

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

Total \$ _____

% of Total contract _____

Firm Name

Address

Phone No.

Type of Business

Current DBE Certification? ☐ Yes* ☐ No**

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

Total \$ _____

% of Total contract _____

Signature: _____

(Reproduce this form as required)

BIDDERS LIST OF PARTICIPATING FIRMS

Bidder/Proposer shall submit with bid/proposal the following information for all participating firms:

Prime Contractor Information

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Contract \$ _____	By (Agency) _____
Describe Work _____	

Subcontractor Information

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	By (Agency) _____
Describe Work _____	

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	By (Agency) _____
Describe Work _____	

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	By (Agency) _____
Describe Work _____	

(Copy for additional Subcontractors as needed)

"BUY AMERICA" PROVISION

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

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

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

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

BUY AMERICA CERTIFICATE

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

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

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

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

BY: _____
Signature of Company Official

Official's Title

Date

or

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

Signature _____

Title _____

Date _____

**INELIGIBLE CONTRACTORS/CONSULTANTS
(Prime)**

Contractors/Consultants or firms who are included on the U.S. Comptroller General's list of persons for firms currently DEBARRED for violations of various public contracts incorporating Labor Standard Provisions cannot be awarded this contract.

The undersigned hereby certified that:

_____ does not appear on the U.S. Comptroller General's list of debarred firms.

_____ does appear on the U.S. Comptroller General's list of debarred firms.

BIDDER'S NAME

SIGNATURE OF
CONTRACTOR'S/CONSULTANT'S
AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

**INELIGIBLE CONTRACTORS/CONSULTANTS
(Sub)**

Contractors/Consultants or firms who are included on the U.S. Comptroller General's list of persons for firms currently DEBARRED for violations of various public contracts incorporating Labor Standard Provisions cannot be awarded this contract.

The undersigned hereby certified that:

_____ does not appear on the U.S. Comptroller General's
list of debarred firms.

_____ does appear on the U.S. Comptroller General's list
of debarred firms.

BIDDER'S NAME

SIGNATURE OF
CONTRACTOR'S/CONSULTANT'S
AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

**CERTIFICATION OF RESTRICTIONS ON LOBBYING
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

I, _____, hereby certify on behalf of:
(Name of Authorized Official)

_____, that:
(Name of Company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

Signature of Authorized Official

Date

Title of Authorized Official

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

The _____ certifies
to

(Firm Name/Principal)

the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

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

THE PRIMARY PARTICIPANT _____
CERTIFIES

(Firm Name/Principal)

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

Signature and Title of Authorized Official

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

Signature of Attorney

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and
says that:

- 1) He is _____
(owner, partner, officer, representative, or agent)
of _____, the Bidder that has submitted the attached
Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and all
pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract or has in any
manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm or person to fix the price or prices in the attached
Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or
the Bid price of any other Bidder, or to secure through any collusion conspiracy,
connivance or unlawful agreement any advantage against the City of Montebello
(OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or
any of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

Signature _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and
says that:

- 1) He is _____
(owner, partner, officer, representative, or agent)
of _____, the Bidder that has submitted the attached
Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and all
pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract or has in any
manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm or person to fix the price or prices in the attached
Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or
the Bid price of any other Bidder, or to secure through any collusion conspiracy,
connivance or unlawful agreement any advantage against the City of Montebello
(OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or
any of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

Signature _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

**CERTIFICATION OF DRUG-FREE WORKPLACE
(Prime)**

I, _____, hereby certify on behalf of
(name of authorized official)
_____ that:
(name of company)

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

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

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

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

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

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

CERTIFICATION:

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

Executed this _____ day of _____, 20__

By _____
(signature of authorize official)

(title of authorized official)

**CERTIFICATION OF DRUG-FREE WORKPLACE
(Sub)**

I, _____, hereby certify on behalf of
(name of authorized official)
_____ that:
(name of company)

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

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

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

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

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

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

CERTIFICATION:

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

Executed this _____ day of _____, 20__

By _____
(signature of authorize official)

(title of authorized official)

APPENDIX A (RFP 19-21)
TO BE COMPLETED BY RESPONDENTS

Item No.	Vendor Task Description	Vendor Hours Estimate	Line Total	Duration of Onsite /Weeks	Description of Task/Requirements/Mile stones
1	Project Initiation, Planning				Project Kickoff Activities
2	Maximo Requirements & Business Process Review				Scope must include process review and requirements gathering for Asset, Work, Purchasing & Inventory Management as well as mobile for Work & Inventory (issues).
3	Data Migration Strategy Workshop				Provide Load strategies for Locations and Job Plans, Work Codes (if necessary) and any additional update loading of existing PM's
4	EAM Data Assessment				Vendor to verify clean - Data Assessment prior to loading to identify data scrub/load requirements
5	User Roles Definition (Security & Training Purposes)				Vendor to confirm roles to build proper security groups and training material
6	Maximo Application Design-Core				Vendor to confirm design specifications were created for each Maximo application based on requirements gathered. Includes fixed location 'POS' type scanning to issue/return parts from warehouse & tool tracking
7	Maximo Test Script Development				Vendor identify test scripts
8	Training Plan Development				OPTIONAL-Based on the roles defined, a plan on how training will be delivered

9	On-Going Project Management				20% of total hours
10	Maximo Installation				Vendor to verify environments already set-up, and identify number of environments. Confirm a minimum of 2.
11	Maximo Technical Upgrade to 7.6				MBL is in IBM Maximo 7.5 now and 7.6 anywhere.
12	WebSphere Clustering/Load Balancing				Vendor to confirm less than 35 concurrent users
13	Maximo Configuration				Vendor to identify number of weeks for asset, work & inventory management
14	Workflow Configuration				Maximo Workflow for FTA Force Account work order approval-doing manually
15	Data Loading				Vendor to confirm Data already loaded
16	Data Optimization and Enhancement				Vendor to confirm system is within scope-and data is clean
17	Maximo Custom Training Material Development				Cheat sheets only, no other custom material
18	Maximo Train the Trainer Training				Vendor to provide one class up to 12 people. Training material will be utilized if within scope.
19	Maximo System Administration Training				Training is OJT delivery method with no training materials.

20	Maximo End User Classroom Training				Vendor to provide 2 classes at 16 hours average.
21	User Acceptance & System Testing Support				MBL will own most of testing and defects will be resolved by Vendor
22	Environment Migration Support				Vendor will provide 2 iterations of environment refresh with 2 environments
23	Maximo Anywhere Implementation				IBM Maximo, Anywhere requires effort to understand, vendor must provide the transfer of knowledge of use/effort required
24	Maximo Everyplace Implementation				Vendor must demonstrate IBM Maximo Everyplace functionality of 3 work and/or inventory management applications.
25	Maximo BIRT Report Development				Vendor will provide 6 medium complexity reports and 5 KPIs - includes bar code printing report and Federal Grant tracking report
26	Go-Live Preparations, Cutover, and Post-Production Support				Vendor will provide 1 pre and 1 post go-live weeks of implementation support by support team
27	Project Closeout				Delivery of finalized and updated specification.
	Sub-Totals				
	Estimated Travel (\$_____ per week) for __ weeks				
	Total Cost (including estimated expenses)				

RAINTEK ENTERPRISES INC



**Montebello Bus Lines
City of Montebello, California
Department of Transportation**

MAXIMO CONFIGURATION

AND

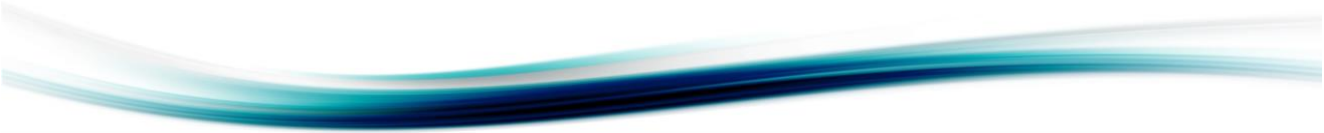
CUSTOMIZATION

Best and Final Offer

RFP NO. 19-21

MBL

A. Cover Letter



Raintek Enterprises Inc

288 S. Craig Avenue, Pasadena, CA 91107

October 25, 2019

Montebello Bus Lines
Transportation Department
400 South Taylor Avenue,
Montebello, California 90640.

Attn: Mr. Eric Yan
Transit Grants and Projects Administrator

RE: RFP NO. 19-21
MAXIMO CONFIGURATION AND CUSTIMIZATION
Best and Final Offer

Dear Mr. Eric Yan,

We are pleased to submit our Best and Final Offer for Consulting Services on MAXIMO Configuration and Customization RFP No. 19-21 for the MBL Transportation Department. We worked with all our vendors in trying to help you with any cost efficiencies that will benefit you. Our proposal was already quite tight, but we worked diligently and tried our best to accommodate any cost savings to you where possible without jeopardizing the outcome of the project. We have now arrived at our Best and Final Offer. The following sheets depict the costs revised in following the original schedule of values that we proposed in April of 2019. This offer is to be included as an addendum to our original proposal, and all statements made in the original proposal are to be included as part of this BAFO.

Yours Sincerely,

Rohan Nittianandan
President
Raintek Enterprises Inc.
288 S. Craig Avenue
Pasadena, CA 91107
Tel: 7146102068; Email: hellornitti@hotmail.com (temporary until ransomware is cleaned up.)

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1. BAFO Proposal

1.1 Work Schedule

Scope of Work and Activity	Resp	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020
Start Assessment and Planning		◆						
Task Item 1 - Project Initiation and Planning								
• Start-Up meeting and project kick-off	All	◆						
• Confirm project goals and Client expectations	All							
• Exchange data requests and documents for review	All							
• Establish project plan and project management meetings	All							
Task Item 2 - Maximo Requirements and Business Process Review (Enhancement Site Visit, workshop and design of TEAMMP)								
• Conduct Workshop on TEAMMP	R							
• Milestone - Discuss with MBL lessons learned from workshops	R							
• Conduct Staff sessions on business practices	B, R							
• Review and Evaluate Existing Documentation and Data	B,R							
• Site visit to a public agency in Southern California	R							
• Conduct status quo business evaluation and process analysis, and Maximo utilization	R							
• Prepare current utilization of Maximo and business processes report	R							
• Milestone – Submit current utilization of Maximo report	B							
• MBL review current utilization of Maximo report	M							
• MBL demonstrate functionality of Fuel Master and Tyler	M							
• Conduct facility data and organizational assessment	B, R							
• Establish current work flow	B, R							
• Workshop and develop “To-Be” Business Practices (TEAMMP)	R							
• Develop Maximo Requirements - prepare modifications report for reconfiguration and integration of Maximo	B, R							
• Milestone – MBL on-going reviews and approvals of the TEAMMP and Maximo Requirements	M							
• Milestone - Submit to MBL the TEAMMP and Maximo Requirements	B, R		◆					
• Milestone - Presentation and Completion of Task Item 2	B, R		◆					

Scope of Work and Activity	Resp	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020
Task Item 3 – Data Migration Strategy Workshop								
• Start data migration strategy workshop	B	◆						
• Prepare data loading strategy	B							
• Milestone - Completion of Task Item 3	B	◆						
Task Item 5 – User Role Definition								
• Start user roles definition	B	◆						
• MBL to provide staff roles and user groups to define security settings	M							
• Prepare security groups and approval settings	B							
• Milestone - Completion of Task Item 5	B	◆						
Completion of Assessment and Planning			◆					
Start Implementation			◆					
Task Item 4 – EAM Data Assessment (Enhancement Old Data Gathering and New Data Creation)								
• Start data assessment and update	B, R	◆						
• Develop database design for assets, parts, work management, PM's, and job plans	B, R							
• Present data gathering templates	B							
• Conduct data gathering	M, R							
• Workshop and create Asset Hierarchy and Asset Register	R							
• Milestone – MBL on-going reviews of the asset hierarchy	M							
• Consolidation of Asset Register	R							
• On-going audit, review, verify, data cleansing, and finalization of register	B, R							
• Milestone – Submit to MBL the first consolidation of asset register	B, R		◆					
• MBL review and approval of first consolidation of asset register	M							
• Milestone - Final Consolidation of asset register	B, R		◆					
• Milestone – Submit to MBL the complete asset register	R		◆					
• MBL review and approval of final asset register	M		◆					
• Consolidate data elements for: - Warehouse inventory - Work orders - Job plans - PM's	B, R							
• On-going Audit, review, verify, data cleansing, and finalization of all data	B, R							
• Milestone - Completion of Task Item 4	R		◆					

Scope of Work and Activity	Resp	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020
Task Item 10 – Maximo Installation								
• Start review of Maximo installation	B	◆						
• Verify environments already setup in DEV	B							
• Verify environments already setup in QA	B							
• Milestone - Completion of Task Item 10	B				◆			
Task Item 11 – Maximo Technical Upgrade to 7.6								
• Start Task Item 11	B		◆					
• Upgrade Maximo to 7.6.1	B							
• Confirm connectivity of mobile applications in 7.6.1	B							
• Milestone – Completion of Task 11	B		◆					
Task Item 12 – WebSphere Clustering/Load Balancing (Just in case we need to do this)								
• Start review of WebSphere Clustering/Load Balancing	B	◆						
• Discussion with MBL on number of users	M, B							
• WebSphere clustering and load balancing in DEV	M, B							
• WebSphere clustering and load balancing in QA	M, B							
• Milestone - Completion of Task Item 12	B				◆			
Task Item 14 – Work Flow Configuration								
• Start Work Flow detailing	R		◆					
• Detailed work flow business process mapping	R							
• Milestone – Submit to MBL the workflow mapping	R		◆					
• Milestone - MBL on-going reviews of the work flow being developed	M							
• Configure Work Flow in Maximo in DEV	B							
• Test Work Flow in Maximo	B, R							
• Configure Work Flow in Maximo in QA	B							
• Work Flow finalized in Maximo	B, R							
• Milestone - Completion of Task Item 14	B, R				◆			
Task Item 13 – Maximo Configuration								
• Start Task Item 13	B			◆				
• Configure Maximo 7.6.1 in DEV Environment	B							
• Revise existing 7.5 customization into Maximo 7.6.1	B							
• Configure Dashboard	B							
• Unit testing and bug fixing in DEV	B							

Scope of Work and Activity	Resp	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020
• Configure Maximo 7.6.1 in QA Environment	B							
• Unit testing and bug fixing in QA	B							
• Milestone – Completion of Task Item 13	B				◆			
Task Item 6 – Maximo Application Design Core								
• Start Task Item 6	B, R			◆				
• Create technical design document from Maximo requirements	B							
• Verify Maximo configured to requirements standards set in task item 2	B, R							
• Milestone – Completion of Task Item 6	B, R					◆		
Task Item 15 – Data Loading								
• Start Task Item 15	B				◆			
• Migrate data from previous version	B							
• Verify data loaded correctly into configured space	B, R							
• Upload new data gathered	B							
• Verify data loaded correctly into configured space	B, R							
• Milestone – Completion of Task Item 15	B					◆		
Task Item 16 – Data Optimization and Enhancement								
• Start Task Item 16	B					◆		
• Conduct QA/QC on data	B, R							
• Milestone – Completion of Task Item 16	B					◆		
Task Item 23 – EZMaxMobile Implementation								
• Start EZMaxMobile implementation	B					◆		
• Configure Maximo Anywhere to Maximo requirements in Task Item 13	B							
• Configure it to perform work management	B							
• Configure it to perform issues, returns, and receipts	B							
• Configure it to perform inventory and reconciliation	B							
• Train MBL on EXMazMobile application	B							
• Test EZMaxMobile application	B							
• Milestone – Completion of Task Item 23	B					◆		
Task Item 24 – Maximo Everyplace Implementation								
• Start Maximo Everyplace implementation	B					◆		
• Configure Maximo Everyplace to Maximo requirements in Task 13	B							
• Demonstrate functionality for work order and inventory applications	B							

Scope of Work and Activity	Resp	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020
• MBL approve functionality demonstrated	M					◆		
• Milestone – Completion of Task Item 24	B					◆		
Task Item 25 – Maximo BIRT Report Development								
• Start Maximo BIRT report development	B				◆			
• Identify and setup Maximo out-of-the-box reports	B, R							
• Create BIRT reports	B							
• Train MBL on the use of these reports	M, B							
• MBL approval of reports	M					◆		
• Milestone – Completion of Task Item 25	B					◆		
Complete Implementation						◆		
Start Testing, Training and Go-Live Support						◆		
Task Item 7 – Maximo Test Script Development								
• Start test script development	B					◆		
• Create test scripts to test all functionality as prescribed by Task Item 2	B							
• Milestone – Completion of Task Item 7	B					◆		
Task Item 8 – Training Plan Development								
• Start training plan development	B					◆		
• Develop training plan for the different users in MBL	B							
• Milestone – Completion of Task Item 8	B					◆		
Task Item 17 – Maximo Custom Training Material Development								
• Start Maximo custom training material development	B					◆		
• Create cheat sheets for users	B							
• Milestone – Completion of Task Item 17	B					◆		
Task Item 18 – Maximo Train the Trainer Training								
• Start Maximo train the trainer training	B						◆	
• Provide classroom training for a week	B							
• Milestone – Completion of Task Item 18	B						◆	
Task Item 19 – Maximo System Administrator Training								
• Start Maximo system administrator training	B						◆	
• Provide OJT training	B							

Scope of Work and Activity	Resp	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020
• Milestone – Completion of Task Item 19	B						◆	
Task Item 20 – Maximo End User Classroom Training								
• Start Maximo end user classroom training	B						◆	
• Provide 2 classes for end users	B, R							
• Milestone – Completion of Task Item 20	B						◆	
Task Item 21 – User Acceptance & Systems Testing Support								
• Start user acceptance & systems testing support	B						◆	
• MBL conduct UAT and systems testing	M							
• Resolve any issues	B							
• Final acceptance by MBL	M						◆	
• Milestone – Completion of Task Item 21	B						◆	
Task Item 22 – Environment Migration Support								
• Start environment migration support	B						◆	
• Provide 2 iterations of environment	B							
• Milestone – Completion of Task Item 22	B						◆	
Task Item 26 – “Go-Live” Support								
• Start “Go-Live” Support	B, R						◆	
• Pre-Upgrade activities for Prod	B							
• Installation of Maximo 7.6.1, Database server, WebSphere in Production	B							
• Configure Maximo 7.6.1 screens in Prod environment	B							
• Preparation of upgraded site and Go-Live	B							
• Maximo “Pre Go-Live” implementation support	B, R							
• Provide training, and resolve issues during “Pre Go-Live” implementation	B, R							
• Maximo “Post Go-Live” implementation support	B, R							
• Provide training, and resolve issues during “Post Go-Live” implementation	B, R							
• Milestone final acceptance of Maximo	M						◆	
• Milestone – Completion of task item 26	B, R						◆	
Complete Testing, Training, and Go-Live Support							◆	
Task Item 28 – Data Integration Assessment								

Scope of Work and Activity	Resp	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020
• Start data integration assessment	B, R						◆	
• Discussion with MBL on integration desires by MBL	M, B, R							
• Recommendations on appropriate integration links	B, R							
• Estimate time required for discovery to develop and perform integration	B, R							
• Milestone – completion of task 28	B, R						◆	
Task Item 9 – On-Going Project Management								
• Start of project	R	◆						
• Create project schedule	M, R, B							
• Attend project meetings	M, R, B							
• Prepare progress report	R, B							
• Milestone – completion of project and task 9	R, B						◆	
Task Item 27 – Project Closeout								
• Delivery of finalized documents, and data	B, R							
• Milestone – Final Acceptance by MBL	M						◆	

1.2 Price Proposal

Appendix A

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
1	Project Initiation, Planning	16	2400	5	Project Kickoff Activities
2	MAXIMO Requirements & Business Process Review	120	18000	22	Scope must include process review and requirements gathering for Asset, Work, Purchasing & Inventory Management as well as mobile for Work & Inventory (issues).
3	Data Migration Strategy Workshop	120	18000	20	Maximo upgrade will handle data upgrade. Strategy for Locations, Job Plans, Work Codes (if necessary) and any additional update loading of existing PM's. Have to provide MIF and Object Structures so that all new data can go into Maximo successfully.
4	EAM Data Assessment	16	2400	2	Vendor to verify clean - Data Assessment prior to loading to identify data scrub/load requirements
5	User Roles Definition (Security & Training Purposes)	8	1200	1	Vendor to confirm roles to build proper security groups and training material
6	MAXIMO Application Design-Core	20	3000	3	Vendor to confirm design specifications were created for each MAXIMO application based on Requirements gathered.

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
					Includes fixed location 'POS' type scanning to issue/return parts from warehouse & tool tracking
7	MAXIMO Test Script Development	40	6000	6	Vendor identify test scripts
8	Training Plan Development	8	1200	2	OPTIONAL-Based on the roles defined, a plan on how training will be delivered
9	On-Going Project Management	88	13200	20	
10	MAXIMO Installation	120	18000	15	Vendor to verify environments already setup, and Identify number of environments. Confirm a minimum of 2.
11	MAXIMO Technical Upgrade to 7.6	80	12000	10	This will require going to Maximo 7.5.0.11 then to 7.6.1 (7.5.0.11 is a FIX PACK to 7.5) we will need them to let us use a 7.5 DEV or TEST env to perform this and preferably maybe have VM snapshots to roll back as needed.
12	WebSphere Clustering/Load Balancing	0	0	0	Vendor to confirm less than 35 concurrent users. If so clustering is not needed
13	MAXIMO Configuration	160	24000	25	Vendor to identify number of weeks for asset, work & inventory management
14	Workflow Configuration	40	6000	7	MAXIMO Workflow for FTA Force Account work order approval-doing manually
15	Data Loading	24	3600	3	Vendor to confirm Data already loaded.

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
16	Data Optimization and Enhancement	24	3600	5	Vendor to confirm system is within scope-and data is clean
17	MAXIMO Custom Training Material Development	32	4800	5	Cheat sheets only, no other custom material
18	MAXIMO Train the Trainer Training	40	6000	5	Vendor to provide one class up to 12 people. Training material will be utilized if within scope.
19	MAXIMO System Administration Training	24	3600	4	Training is OJT delivery method with no training materials.
20	MAXIMO End User Classroom Training	152	22800	24	Vendor to provide 2 classes at 16 hours average.
21	User Acceptance & System Testing Support	40	6000	10	MBL will own most of testing and defects will be resolved by Vendor
22	Environment Migration Support	32	4800	4	Vendor will provide 2 iterations of environment refresh with 2 environments
23	MAXIMO Anywhere Implementation (Not utilized) Instead use EZMaxMobile	160	20000	35	IBM MAXIMO, Anywhere requires effort to understand, vendor must provide the transfer of knowledge of use/effort required. (Not Utilized). Instead use EZMaxMobile for Work Execution, Transfers and Receiving, Physical Count, Issues and Returns, Perform Work, Bus Inspections
24	MAXIMO Everyplace Implementation (Not Utilized)	0	0	0	Vendor must demonstrate IBM MAXIMO Everyplace functionality of 3 work and/or inventory

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
	Instead use EZMaxMobile				management applications. (Not Utilized). Instead use EZMaxMobile as above
25	MAXIMO BIRT Report Development	112	16800	30	Vendor will provide 6 medium complexity reports and 5 KPIs - includes bar code printing report and Federal Grant tracking report
26	Go-Live Preparations, Cutover, and Post-Production Support	60	9000	10	Vendor will provide 1 week of implementation support by support team
27	Project Closeout	24	3600	5	Delivery of finalized and updated specification.
28	Data integration Assessment	80		30 days	Gather information needed for data integration.
	Sub-Totals	1448	230,000		
	Estimated Travel (\$_____ per week) for __ weeks		10,000		
	Total Cost (including estimated expenses)		240,000		

Total from Appendix A-1 **46,800**

Grand Total **286,800**

Appendix A-1

Fees for Additional Tasks Needed to Accomplish the Scope Requirements

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
Scope of Work Section 1. I. B. 2.	Warranty Tracking	0	0	0	Fees covered under Scope 1.III.B.2 below
Scope of Work Section 1. I. B. 3.	Maximo Planning	24	3600	5	Out-of-the-box functionality. Campaigns, PM's and staging parts. We will train staff to create job plans and PM's. Setup organization within warehouse for staging parts
Scope of Work Section 1. I. B. 4.	Preventive Maintenance	16	2400	3	Out-of-the-functionality. We will train staff to create PM's.
Scope of Work Section 1. I. B. 5.	Contracts Management	20	3000	5	Out-of-the-box functionality. May have to perform ETL/Scrub. Train staff to input contracts
Scope of Work Section 1. I. B. 6.	Work Flow	0	0	0	Included in Task 14 – work flow configuration stated earlier

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
Scope of Work Section 1. I. B. 7.	Business Intelligence Report (BIRT)	0	0	0	Included in Task 25 – Maximo BIRT Report Development
Scope of Work Section 1. III. B. 1 a).	EAM Data Assessment – Stock Replenishment	40	6000	5	Out-of-the-box functionality. MBL to set inventory control set points.
Scope of Work Section 1. III. B. 1 b).	Tracking Tools	8	1200	1	Out-of-the-box functionality. Tools Application and Escalation for Returns would need to be created.
Scope of Work Section 1. III. B. 1 c).	Issuing and Returning Inventory Parts Utilizing a Scanner and a Mobile Device	0	0	0	Implement EZMaxMobile. Out-of-the-box functionality. This is covered under Task 23
Scope of Work Section 1. III. B. 1 d).	Link Manufacturer UPC Code to Maximo Part Numbers	16	2400	2	Out-of-the-box functionality. Linking UPC codes to Part numbers have to be done by MBL staff
Scope of Work Section 1. III.	Print Bar Code Labels	16	2400	2	Will require custom BIRT report to create the labels

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
B. 1 e).					
Scope of Work Section 1. III. B. 1 f).	Mobile Capability to Execute Physical Counts Efficiently	0	0	0	Implement EZMaxMobile. Out-of-the-box functionality. This is covered under Task 23
Scope of Work Section 1. III. B. 2 a).	Track and Return Warranties for Inventory Items w/o Serial Numbers	20	3000	3	OOTB functionality. Train MBL staff and setup warranty.
Scope of Work Section 1. III. B. 2 b).	Track Warranties for Rotating Assets	12	1800	3	OOTB Functionality. Train MBL staff and setup warranty
Scope of Work Section 1. III. B. 2 c).	Track Warranties for Assets	12	1800	3	OOTB Functionality. Train MBL staff and setup warranty.
Scope of Work Section 1. III. B. 3 a).	The ability to track Assets, Rotating Assets, and parts purchased under Federal Grants.	36	5400	5	Create work type and GL code for Federal Grants and the necessary Locations
Scope of Work Section	The ability to track facility repair costs which includes receiving	16	2400	2	Hierarchy levels created, GL structure, and alerts created

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
1. III. B. 3 b).	alerts/notifications when PMs are due.				
Scope of Work Section 1. III. B. 3 c).	Further define facility Locations to capture cost and physical location of assets	16	2400	2	Hierarchy levels created
Scope of Work Section 1. III. B. 3 d).	Mobile Capability to Perform Work on Multiple Assets on One Work Order	0	0	0	Covered in Task 23
Scope of Work Section 1. III. B. 3 e).	Implementation of the Use of Component Codes to Identify Work or Repairs on Buses	40	6000	5	Gathering component codes and position codes by MBL staff. Consultant team to train MBL staff. MBL to purchase VMRS codes.
Scope of Work Section 1. III. B. 3 f).	Work Flow or Report to Review/Approve FTA Force Account Work Orders	40	6000	5	Create report to review and setup work type for Force Account
Scope of Work Section 1. III. B. 3 g)	Implementation of Best Practices for Tracking Various Categories of PM's	24	3600	5	Setup different categories of PM's
Scope	Track WO's not	0	0	0	OOTB functionality

Item No.	Vendor Task Description	Vendor Hours estimate	Line Total	Duration of onsite/ Days	Description of Task/ Requirement/ Milestones
of Work Section 1. III. B. 3 h)	Requiring Parts				
Scope of Work Section 1. III. B. 3 i)	Track Rotating Assets Sent Out to Repair or Refurbished Internally	16	2400	5	Repair facility setup and execution needed
Scope of Work Section 1. III. B. 3 j)	Bus Driver Inspections	0	0	0	Covered under Task 23
	Sub-Totals	312	46800		
	Estimated Travel (\$_____ per week) for __ weeks		0		
	Total Cost (including estimated expenses)		46800		

*A reduction of \$3,000

Appendix A-2

Support/Maintenance Costs

Support and maintenance proposal for the 3 years, using the following matrix:

- a. 100 hours/ per year = \$12,000
- b. Cost/hour after the 100 hours are used = \$ 150

Appendix A-3

Maximo Subscription Costs

We, unfortunately could not get any reductions on the user licenses and subscriptions, since IBM will increase these rates by 5% every year starting in January of every year. IBM will charge a new rate starting January 2020. Hence, the rates shown below is based on the 2019 rates, and in 2020 these rates will go up based on what IBM charges. The charges at that time of the award will be based on what we are quoted for 2020.

Since MBL has already acquired 15 full licenses starting August 2019, the table below does not show those 15 full licenses.

PRODUCT	PART NUMBER	START DATE	END DATE	# OF MONTH	QTY	EXT RESELLER COST
IBM Maximo for Transportation Limited Use Authorized User SW Subscription & Support Reinstatement 12 Months	D0S96LL	12/01/2019	12/31/2020	13	25	\$42,840.00

Appendix A-4

EZMaxMobile Licensing and Support Costs

Category	Cost
EZMaxMobile Licensing cost for 40 users @ \$1140 per user	\$45,600
EZMaxMobile implementation captured in Task 23	0
EZMaxMobile annual support 20% of licensing cost	\$9,120

*This is a reduction of 5% from what we proposed in April 2019. A reduction of \$2880.

Expenses:

Travel costs comprising of Air Fare, automobile rental, meals and lodgings will be at cost. We cannot estimate this as we do not know the current status, the extent of the work to be done, and how long it would take to accomplish the tasks.

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. _____

FOR

MAXIMO CONFIGURATION AND CUSTOMIZATION

(RFP NO. 19-21)

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this 9th day of January, 2020 ("Effective Date") by and between the City of Montebello, a California municipal corporation, as the "AGENCY," and Raintek Enterprises Inc. a California corporation, as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

- A. AGENCY is a municipal corporation duly-organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. CONTRACTOR is a corporation duly-organized and doing business in the State of California (No. C3731058). CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide AGENCY with the equipment, goods and services set forth in this Agreement.
- C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to AGENCY, equipment, goods and services necessary for the Maximo Configuration and Customization Project ("Project") as further described in Invitation for Proposal ("RFP") NO. 19-21 ("RFP No. 19-21").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

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, including any and all addenda or supplemental agreements.
- b. RFP No. 19-21.

- c. CONTRACTOR's Proposal dated May 6, 2019 and updated Proposal Price Proposal dated October 25, 2019.
- d. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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 shall be as set forth above.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above-stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with AGENCY to furnish its best skill, judgment and efforts and to cooperate with AGENCY and any other contractors engaged by AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Sheet submitted by CONTRACTOR dated October 25, 2019 ("Compensation"), attached hereto as **Exhibit "A"** and incorporated by this reference. The Compensation shall not exceed the sum of **three hundred sixty thousand, five hundred ninety dollars** (\$360,590.00) and such sum shall include all amounts payable to CONTRACTOR for its authorized subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by AGENCY.

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 resulting from acts beyond reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

ARTICLE IV. Completion of Work; Liquidated Damages

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties. An extension of the period for completion may be granted in writing by mutual agreement by the Parties, herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15)

days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed, and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

All reports, documents, data, objects, written materials or other tangible things ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. CONTRACTOR may take and retain copies of such Written Products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees or agents, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of AGENCY.

ARTICLE VII. Confidentiality

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

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. 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. All services required under this Agreement will be performed

by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-contractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE IX. Indemnification

CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to (1) any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which CONTRACTOR is not lawfully entitled to sell. AGENCY will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so.

CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. CONTRACTOR shall furnish immediately to AGENCY copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE X. PERS Eligibility Indemnity

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by AGENCY, including, but not limited to, eligibility to enroll in PERS as an employee of the AGENCY and entitlement to any contribution to be paid by the AGENCY for employer contribution, employee contribution, or both, for PERS benefits. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XI. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish the AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which, upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-contractors, or their employees, whether or not caused by the sole (or contributing) negligence of the AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by the AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced, except for non-payment of premium, without thirty (30) days' prior written notice to the AGENCY. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to AGENCY.

ARTICLE XII. Authorization by CONTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XIII. 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.

13.1. Material Breach. For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice.

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

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

defaulting party, setting forth the effective date thereof.

13.4. Termination for Convenience. AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR.

13.5. Upon the termination of this Agreement as provided in this Article, the AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by AGENCY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the AGENCY with adequate proof that CONTRACTOR incurred the costs after receiving AGENCY's Notice to Proceed (as defined in paragraph 13.5.1 below), 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

13.5.1. Notice to Proceed shall be issued shall be issued within fifteen (15) working days of Contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party. AGENCY shall retain sole discretion to require multiple Notices to Proceed at each milestone, of phase of the Project where deemed applicable and/or desirable by AGENCY.

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIV. Dispute Resolution and Legal Remedies

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, 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 Los Angeles County, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XV. Subcontract, Assignment or Delegation

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract,

delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

ARTICLE XVI. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion,

sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVII. Notices

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

To AGENCY: Montebello Bus Lines
Tom Barrio, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625
(323) 887-4643 (Fax)
tbarrio@cityofmontebello.com

To CONTRACTOR: Raintek Enterprises Inc.
Rohan Nittianandan, President
288 S. Craig Avenue
Pasadena, CA 91107
(714) 610-2068
hellornitti@hotmail.com

ARTICLE XVIII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision(s) nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIX. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XX. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents shall constitute the Entire Agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. The waiver by AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XXI. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")

Raintek Enterprises Inc.
("CONTRACTOR")

Salvador Melendez, Mayor

Rohan Nittianandan

Date:

Date:

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR THE MAXIMO
CONFIGURATION AND CUSTOMIZATION PROJECT
THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:**

SECTION 1. That the Director of Finance is hereby authorized to make the following appropriation:

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
600-2900	\$280,456	600-90-915-6040.65	\$280,456
(Unassigned Fund Balance)		(Transit Operating)	

SECTION 2. That the City Clerk shall certify to the adoption of the Resolution, which shall become effective immediately upon approval.

APPROVED AND ADOPTED THIS 9th DAY OF JANUARY, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Award a Contract to PSI Repair Services, Siemens Mono and Dual Inverter for Bid No. (Q-19-40)

DATE: January 8, 2020

RECOMMENDATION

It is recommended that City Council:

1. Award a contract to PSI Repair Services, Inc., to rebuild sixteen (16) Siemens Mono Inverters at an estimated cost of \$5,850 each and four (4) Dual Inverters at an estimated cost of \$7,500 for a total project cost not to exceed **one hundred twenty three thousand, six hundred dollars and no cents** (\$123,600); and
2. Authorize the City Manager to execute a contract on behalf of the City; and
3. Take such additional, related, action that may be desirable.

BACKGROUND

Montebello Bus Lines (MBL) has a fleet of thirty-six (36) New Flyer buses with four (4) Siemens Mono Inverters installed in each. In addition, MBL has a fleet of three (3) New Flyer Gas Electric Hybrid 2500 buses with two (2) Siemens Dual Inverters installed in each. The inverter is a component used to convert high voltage to low or varied voltage based on the component it is supplying power to.

MBL is requesting that a total of sixteen (16) Siemens Mono Inverters be sent out for repair as soon as reasonably possible. For example, staff has identified one (1) inoperable Hybrid 2500 bus that needs all four (4) Siemens Mono Inverters replaced. Twelve (12) Siemens Mono Inverters and four (4) Siemens Dual Inverters will be kept in inventory to ensure the City is compliant with State of Good Repairs regulations.

MBL is seeking to contract for these repair services for an initial term of one (1) year with the option for two (2) annual renewals of one (1) year each (for a total maximum of three (3) years). The Request for Quote Q-19-40 identified and required vendors to

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 8, 2019
 SIEMENS MONO AND DUAL INVERTERS – AUTHORIZE CITY MANAGER TO
 EXECUTE A CONTRACT WITH PSI REPAIR SERVICES TO REBUILD INVERTERS
 Page 2 of 3

furnish all labor, parts, and materials needed to rebuild the Siemens Mono Inverter (New Flyer Part# 6382912) and the Siemens Dual Inverter (New Flyer Part# 6348938). Approval of this recommended contract will allow MBL to operate in an efficient manner without having to consistently seek vendors for labor, parts and materials every time the need for repair arises.

ANALYSIS

On September 26, 2019. Request for Quote (RFQ) Q-19-40 for the rebuild of the Siemens Mono Inverter and Siemens Dual Inverter was issued. The City received one (1) quote from PSI Repair Services, Inc (“PSI Repair Services”). PSI Repair Services has provided rebuild services for the Siemens Mono and Dual Inverters to MLB in the past. Transit maintenance staff has been satisfied with their performance to date.

Service	Total Number of Inverters	Fee Per Inverter	Total
Rebuild of Siemens Mono Inverters	16	\$5,850	\$93,600
Rebuild of Siemens Dual Inverters	4	\$7,500	\$30,000
Total			\$123,600

The Fee Per Inverter price listed above includes twelve (12) months of warranty for workmanship and materials. Shipping cost have also been included within the rebuild fee.

FISCAL IMPACT

Funding for this Project has been approved in the FY 2019/20 Transportation Department’s Capital Project Budget utilizing Los Angeles County Metropolitan Transportation Authority Measure R Capital funds. Account 270.9045-2019-050-600.85.10.

SUMMARY

Staff is recommending that the City Council award a Contract Agreement to PSI Repair Services for an initial one (1) year term with the option for two (2) annual renewals of one (1) year each (for total maximum of three (3) years) for an amount not to exceed **one hundred twenty three thousand six hundred dollars and no cents** (\$123,600.00); authorize the City Manager to execute the Contract Agreement on behalf of the City; and direct staff to take such additional, related, action that may be desirable.

ITEM #15

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 8, 2019
SIEMENS MONO AND DUAL INVERTERS – AUTHORIZE CITY MANAGER TO
EXECUTE A CONTRACT WITH PSI REPAIR SERVICES TO REBUILD INVERTERS
Page 3 of 3

ATTACHMENTS

Q-19-40
Proposed Price Sheet
Contract Agreement



**Request for Quotes
RFQ Q-19-40**

For

**MAJOR BUS COMPONENT PROJECT
Siemens Mono and Dual Inverter**

**Montebello Bus Lines
400 S. Taylor Avenue
Montebello, Ca. 90640**

**Proposals to be received until 5:00 P.M. Pacific Time
Thursday, October 10, 2019**

INTRODUCTION

Background:

Montebello Bus Lines (MBL) is one of the oldest bus operators in the region, having provided transit service to the City of Montebello since 1931. In FY 2018, MBL carried over 7 million passengers on seven local routes and two express service routes. MBL's peak period fleet of 66 buses was enhanced in 2010 with the addition of 25 gasoline/electric hybrid buses. In January 2011, MBL took delivery of three CNG fuel buses and executed a contract to design/build a CNG fueling station, both projects funded by ARRA. The station will provide fuel for MBL's future CNG fleet planned as part of MBL's bus replacement program. MBL is also procuring an Automatic Vehicle Locator/Computer Aided Dispatch system with ARRA funding to improve safety, performance, and customer service. In addition to serving Montebello, MBL's service extends to the surrounding communities of Alhambra, Bell Gardens, Commerce, East Los Angeles, La Mirada, Los Angeles, Monterey Park, Pasadena, Pico Rivera, San Marino, South Gate, Rosemead, and Whittier. MBL also offers Dial-A-Taxi paratransit services for elderly and disabled persons and a circulator shuttle service from the Montebello/Commerce Metrolink Station.

The Request:

The intent of this project is to identify and obtain best-qualified rebuild services from a vender. Montebello Bus Lines (MBL) is seeking a one year term, with an option to renew yearly up to two additional years. This will allow the Montebello Bus Lines to operate in an efficient manner without having to consistently re-bid the Siemens Mono Inverter component and or parts.

Scope of Services:

MBL is requesting vendors to furnish all labor, parts, and materials necessary to provide a rebuild Siemens Mono Inverter (**New Flyer Part# 6382912**) and Siemens Dual Inverter (**New Flyer Part# 6348938**). The following component shall be rebuild based on availability at time of pricing/bidding. The Siemens Mono Inverter is used to convert high voltage to low or varied voltage based on component it is supplying power to. The Siemens Mono Inverter shall be New and/or Rebuilt, to meet OEM specifications and shall include date of rebuild and unique tracking number.

Evaluation Rebuild Procedure

1. Inverter will have a vendor supplied unique ID sticker for Inverter tracking during repair and warranty.

2. Vendor supplied sticker tracks the customer module performance history during and after warranty.
3. Inverters will first be visually inspected for external connector or case damage.
4. Inverters will go thru troubleshooting phase to identify both failed and stressed components for replacement.
5. All PC on-board Electrolytic caps will be replaced with equivalent values and best grade possible.
6. IGBT Gate Control board will be tested for functionality and will be repaired as necessary.
7. Bus Bars will be tested and replaced with equivalent as necessary.
8. Each repaired subassembly will then be tested then re-assembled for full module test.
9. Vendor must be certified and use IPC workmanship standards to level 5 or equivalent.
10. Full Module testing will be performed, and will then move to QA.
11. QA conducts final test of completed assembly and inspection before return shipping.
12. Inverter will be fully covered by a **one year** parts and material warranty.

Budget:

Billing Rate – Respondents should include an estimate cost of all services noted in the scope of work. If the rate varies by type of work or by the person conducting the service, please call this out in the response.

Expenses – The hourly rate shall be fully burden and include all mileage cost, medical, retirement, and work-comp insurances as well as required clothing/shoes in the performance of this type of work.

Selection Procedure:

A selection committee of MBL staff will be responsible for reviewing the firms/consultants qualifications and proposals.

By submitting a response to this RFQ, prospective firms waive all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. Acceptance of any statement submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for consulting services.

MBL reserves the right to reject any and all proposals, and/or to award whole or part of proposed tasks. All responses to this RFQ shall become the property of the MBL.

Any contract entered into will be subject to termination at any stage if, in the judgment of MBL, such termination is in the best interest of the MBL. In the event such decision is

made, appropriate written notice will be given before any termination and the selected firm will be paid on a pro-rata basis for work performed prior to notice of termination.

MBL seeks to award this project to the most qualified Proposer whose offer conforms most to this solicitation and that will be most advantageous to MBL as determined by the evaluation factors below:

- Overall experience with hybrid system and components
- Previous experience working within the public transit industry, on heavy-duty transit buses.
- Parts costs and warranty
- References

Each firm/consultant is required to submit a written response submit via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) electronically by the date noted on page one. Please keep the response to no more than three pages. In addition, complete cost proposal sheet included.

Contact Info:

Jose Melendez, Interim Maintenance Manager for the City of Montebello, Transportation Department.

jmelendez@cityofmontebello.com
323-216-9705

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

REQUEST FOR QUOTES RFQ Q-19-40

**MAJOR BUS COMPONENT PROJECT
Siemens Mono and Dual Inverter**

COST PROPOSAL SHEET

Fully Burden
Rate

Siemens Mono Inverters
estimated rebuild cost.

Siemens Dual Inverters
estimated rebuild cost.

Shipping

Warranty Period

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

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. _____

FOR

REBUILD SIEMENS MONO AND DUAL INVERTERS

(RFQ No. Q-19-40)

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this 9th day of January, 2020 ("Effective Date") by and between the City of Montebello, a California municipal corporation, as the "AGENCY," and PSI Repair Services Inc. a duly organized corporation in the State of Michigan, as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

- A. AGENCY is a municipal corporation duly-organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. CONTRACTOR is a corporation duly-organized and doing business in the State of Michigan (ID 800330792). CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide AGENCY with the equipment, goods and services set forth in this Agreement.
- C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to AGENCY, equipment, goods and services necessary for the Siemens Mono and Dual Inverter Rebuild ("Project") as further described in Invitation for Proposal ("RFQ") NO. Q-19-40 ("RFQ No. Q-19-40").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

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, including any and all addenda or supplemental agreements.
- b. RFQ No. Q-19-40.

- c. CONTRACTOR's Proposal dated September 27, 2019 and updated Proposal Price Proposal dated September 27, 2019.
- d. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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 shall be as set forth above.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above-stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with AGENCY to furnish its best skill, judgment and efforts and to cooperate with AGENCY and any other contractors engaged by AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and CONTRACTOR agrees to receive and accept the prices set forth in the Price Sheet submitted by CONTRACTOR dated **October 25, 2019** ("Compensation"), attached hereto as **Exhibit "A"** and incorporated by this reference. The Compensation shall not exceed the sum of **one hundred twenty three thousand, six hundred dollars** (\$123,600.00) and such sum shall include all amounts payable to CONTRACTOR for its authorized subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by AGENCY.

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 if such are incurred in the manner and time specified in the aforesaid Contract Documents; and also including those resulting from acts beyond reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

ARTICLE IV. Completion of Work; Liquidated Damages

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties. An extension of the period for completion may be granted in writing by mutual agreement by the Parties, herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed, and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

All reports, documents, data, objects, written materials or other tangible things ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. CONTRACTOR may take and retain copies of such Written Products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees or agents, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of AGENCY.

ARTICLE VII. Confidentiality

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

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. 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. All services required under this Agreement will be performed

by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-contractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE IX. Indemnification

CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to (1) any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which CONTRACTOR is not lawfully entitled to sell. AGENCY will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so.

CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. CONTRACTOR shall furnish immediately to AGENCY copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE X. PERS Eligibility Indemnity

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by AGENCY, including, but not limited to, eligibility to enroll in PERS as an employee of the AGENCY and entitlement to any contribution to be paid by the AGENCY for employer contribution, employee contribution, or both, for PERS benefits. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XI. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish the AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which, upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-contractors, or their employees, whether or not caused by the sole (or contributing) negligence of the AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by the AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced, except for non-payment of premium, without thirty (30) days' prior written notice to the AGENCY. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to AGENCY.

ARTICLE XII. Authorization by CONTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XIII. 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.

13.1. Material Breach. For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice.

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

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

defaulting party, setting forth the effective date thereof.

13.4. Termination for Convenience. AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR.

13.5. Upon the termination of this Agreement as provided in this Article, the AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by AGENCY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the AGENCY with adequate proof that CONTRACTOR incurred the costs after receiving AGENCY's Notice to Proceed (as defined in paragraph 13.5.1 below), 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

13.5.1. Notice to Proceed shall be issued within fifteen (15) working days of Contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party. AGENCY shall retain sole discretion to require multiple Notices to Proceed at each milestone, of phase of the Project where deemed applicable and/or desirable by AGENCY.

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIV. Dispute Resolution and Legal Remedies

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, 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 Los Angeles County, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XV. Subcontract, Assignment or Delegation

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract,

delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

ARTICLE XVI. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion,

sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVII. Notices

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

To AGENCY: Montebello Bus Lines
Tom Barrio, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625
(323) 887-4643 (Fax)
tbarrio@cityofmontebello.com

To CONTRACTOR: PSI Repair Services, Inc.
John Greulich, Director of Sales
11900 Mayfield
Livonia, MI 48150-1710
(734) 751-5133
John.greulich@psi-corp.com

ARTICLE XVIII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision(s) nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIX. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XX. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents shall constitute the Entire Agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. The waiver by AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XXI. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")

PSI Repair Services, Inc.
("CONTRACTOR")

Salvador Melendez, Mayor

John Greulich, Director of Sales

Date:

Date:

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Robert Mescher, Director of Finance

SUBJECT: **State Audit Corrective Action Plan Update and Progress Report**

DATE: January 8, 2020

RECOMMENDATION

It is recommended that the City Council receive and file the State Audit Corrective Action Plan Update and Progress Report.

BACKGROUND

On December 11, 2018, the California State Auditor issued its final audit report for the City of Montebello designating the City as high risk due to its:

- Budgeted structural deficit
- Financial risks of the municipal golf course, water system, and hotels
- Weak financial processes, noncompetitive contracting practices, and lack of adequate staff

In response, the City submitted a Corrective Action Plan which included specific actions the City would take to address the audit findings and a timetable for the implementation of those actions.

Staff presented progress reports on April 18, 2019 and July 10, 2019 illustrating significant progress.

ANALYSIS

An update (attached) has been prepared to demonstrate the progress the City has made according to the Corrective Action Plan that was submitted. This update and its supporting documentation will be submitted to the State on an ongoing basis and will be used by the State to determine whether to retain or remove the City's high risk designation.

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 8, 2020
STATE AUDIT CORRECTIVE ACTION PLAN UPDATE AND PROGRESS REPORT
Page 2 of 2

Three items are still in progress:

1. Financial improvements for the Golf Operations;
2. Sale of the Water System
3. Controlling costs of future retiree benefits

Four items are on-going:

1. Avoid additional General Fund debt;
2. Monitoring of the performance of the two hotels
3. Staff training
4. Quarterly updates to the Corrective Action Plan

All other items have been completed.

FISCAL IMPACT

There is no direct fiscal impact with this agenda item.

SUMMARY

In 2018, the City was designated by the California State Auditor as high risk. Subsequently, the City prepared a corrective action plan and has substantially completed all of the items.

ATTACHMENTS

State Audit Corrective Action Plan Update and Progress Report

State Audit Corrective Action Plan Update and Progress Report - 01/08/2020

#	Recommendation	Assigned To	Due Date	Status	Status Date
Montebello has not addressed its municipal golf course's increasing debt to the City's General Fund.					
1	To repay the golf fund's debt and reduce the City's structural deficit, Montebello should immediately make a decision on implementing the golf consultant's recommendations. By December 2019, the City should also evaluate the effectiveness of its current plans and consider alternative uses for the golf course property.	Public Works Director and Parks & Rec Director	Beginning December 2019 & Continuing	Grounds keeping RFP has been completed and maintenance specs are being developed. Point of Sale and Online Booking system (through GolfNow) was implemented July 8th. Reclaimed Water project at Golf Course has been completed and is in operation, which will lead to long term savings. Continuing discussions about overall vision of golf course and other possible golf contracts.	Continuing December 2019
Unless Montebello sells its water system or secures alternate financing, necessary improvements could burden the City's general fund in the future.					
2	To address the long-term needs of its water system, Montebello should, by March 2019, reevaluate selling its water system in light of recent legislation or retain a consultant to assist the City in applying for state loans and identifying other options for funding capital improvements.	Public Works Director	Beginning March 2019 & Continuing	On July 10, 2019, City Council approved selling the water system to San Gabriel Valley Water for \$15,857,000 with the City retaining the water rights. The City is selecting a consultant to complete the independent third-party performance evaluation of the water system as required by California Public Utility Code.	Continuing December 2019
Montebello's retirement costs could burden the City's finances in future years.					
3	To address higher retirement costs and obligations for retiree health benefits, Montebello should, by June 2019, retain a consultant to help it identify ways to reduce the financial risks that such obligations pose.	Human Resources Director and City Manager	Beginning June 2019 & Continuing	All Labor Associations negotiations are completed. All groups agreed to pickup their own PERS and to end retiree healthcare costs for new hires (other than PEMCHA minimum). By January 2021, Safety employees will pay an additional 3% of their compensation toward the employer costs. City contracted with Hilltop Securities and Bartel & Associates to evaluate pension costs.	Continuing December 2019
4	To address increasing retirement payments, the City should consider ceasing payment of the employee portion of retirement costs for employees hired before July 2013. It should renegotiate this payment the next time it renews contracts with its employees.	Human Resources Director and Interim City Manager	June 2019	COMPLETED - All Labor Associations negotiations are completed. All groups agreed to pickup their own PERS and to end retiree healthcare costs for new hires (other than PEMCHA minimum).	Completed June 2019

State Audit Corrective Action Plan Update and Progress Report - 01/08/2020

#	Recommendation	Assigned To	Due Date	Status	Status Date
<i>Montebello's hotel bonds could impair the City's General Fund.</i>					
5	To ensure that Montebello does not expose its General Fund to additional financial risk, the City should refrain from taking on additional debt in the form of certificates of participation and lease revenue bonds until the City's financial situation improves.	Finance Director and City Manager	Ongoing	The hotel lease revenue bonds were refunded in December 2019, saving \$1.4 million.	Ongoing December 2019
<i>The City's mismanagement of hotel revenues has cost Montebello at least \$1.6 million.</i>					
6	To ensure that the City does not accumulate additional interest expenses, Montebello should pay off the remaining accrued interest for late management fees by the end of 2019, as planned. To avoid paying interest on future hotel management fees and to ensure that all hotel obligations are paid on time, the City should immediately develop a formal process that requires the City to pay all outstanding bills related to the hotels if hotel revenues are available.	Finance Director	December 2019	COMPLETED - Past due balances have been paid, and a future payment schedule has been established by Finance.	Completed April 2019
<i>Montebello has not ensured that it receives the best value from its agreements with the hotel operator.</i>					
7	To ensure that the City safeguards its interests in various agreements and to ensure that the hotel operator meets the requirements in those agreements related to hotel and even center operations, beginning in January 2019, the City should begin to routinely review information submitted to the City by the hotel operator. At least annually, City staff should report to the City Council and the public on the efficiency and effectiveness of hotel operations.	City Manager	Ongoing	CBRE Hotels (formerly PKF) conducted a financial cost analysis of the two hotels. City Manager and Assistant City Manager frequently meet with the hotel operator to discuss the annual budget goals, renovations and performance.	Ongoing December 2019

State Audit Corrective Action Plan Update and Progress Report - 01/08/2020

#	Recommendation	Assigned To	Due Date	Status	Status Date
<i>Montebello should do more to monitor the City Manager's contracting activities.</i>					
8	Ensure by March 2019 that the municipal code reflects the council's desired limit on the city manager's contracting authority.	Finance Director and City Attorney	March 2019	COMPLETED - Updated city codes to reflect revised City Manager's contracting limit of less than \$50,000. City Manager, through an administrative policy, has also established a department level contracting authority.	Completed February 2019
9	By March 2019, establish a quarterly limit on the city manager's contracting authority, pursuant to the council's resolution, or modify the resolution to eliminate that provision.	Finance Director and City Attorney	March 2019	COMPLETED - Resolution modified to eliminate this provision	Completed February 2019
10	To ensure that the city council reviews and approves contracts that exceed the city manager's authority, the city should establish a policy by March 2019 that any agreement to pay for services by the unit—such as hourly—should contain a maximum value and receive the appropriate approvals based on that value.	Finance Director and City Attorney	March 2019	COMPLETED - Updated procurement process in City Code, to ensure an maximum cap is identified in the contract.	Completed February 2019
11	To reduce confusion among city staff and facilitate efficient procurement, city staff should bring its proposals for streamlining and updating the city's procurement policies to the city council for review by March 2019.	Finance Director and City Attorney	March 2019	COMPLETED - Updated procurement process in City Code and approved by City Council	Completed February 2019

State Audit Corrective Action Plan Update and Progress Report - 01/08/2020

#	Recommendation	Assigned To	Due Date	Status	Status Date
<i>The City did not always follow competitive bidding process and has not adequately ensured that it receives the best value for its services.</i>					
12	City staff should immediately begin to follow all recommendations in the city's municipal code related to procuring goods and services. Should the city have a valid reason for deviating from these recommendations for a specific procurement, it should document such rationale in its procurement files.	Finance Director and City Attorney	January 2019	COMPLETED - Updated procurement process in City Code and approved by City Council	Completed February 2019
13	The city council should amend its municipal code by March 2019 to require competitive bidding for most procurements and to outline procedures for—and identify circumstances in which—the city may procure professional and special services from a single source.	Finance Director and City Attorney	March 2019	COMPLETED - Updated procurement process in City Code and approved by City Council	Completed February 2019
14	The city should develop a policy by June 2019 that describes how it will comply with state law regarding future architectural and engineering contracts, including how it will ensure that it awards such contracts pursuant to a fair and competitive process.	Finance Director and City Attorney	June 2019	COMPLETED - Updated Procurement process in City Code and approved by City Council. All Engineering services over \$50,000 to be bid out. Contracts under \$50,000 may be awarded to the City's existing Engineering firm, only if the master contract allows it and approved by City Council.	Completed February 2019
15	By March 2019—and annually thereafter—the city should train all staff involved in procurement regarding city procurement requirements as well as state law pertaining to certain public procurements.	Accounting Manager	Beginning March 2019 & Ongoing	Staff training session completed August 2018, with ongoing training occurring for recent changes to comply with State Audit recommendations. Additional training completed December 2019.	Ongoing August 2018 & December 2019
16	The city should establish a policy by March 2019 that requires the city council to review and approve any agreement that binds the city financially in a way that cannot have a maximum value attached—such as the franchise guarantee agreement for the second hotel.	Finance Director and City Attorney	March 2019	COMPLETED - Updated Procurement process in City Code and approved by City Council. All future contracts will not exceed five years when practical. Maximum annual amounts are specified in Staff Reports to City Council.	Completed February 2019

State Audit Corrective Action Plan Update and Progress Report - 01/08/2020

#	Recommendation	Assigned To	Due Date	Status	Status Date
Montebello has not addressed some of the deficiencies identified by the State Controller.					
17	To reduce the risk of fraud, waste, and abuse, Montebello should, by December 2019, address all of the State Controller's recommendations regarding its accounting practices, policies, and procedures. Beginning in March 2019, the city manager or a designated staff member should report quarterly to the city council on the progress of addressing the State Controller's recommendations. The report should identify timelines for addressing each recommendation, outline the specific steps taken to respond to the recommendation, and name the staff responsible for any new processes or controls put in place.	City Executive Staff to ensure Controllers recommendations are met. Acting City Manager to present quarterly updates to the City Council and Community	Ongoing	This report, updating the City Council and community on progress related to the State Auditors report shall be presented quarterly, until which time the State Auditor has give the City of Montebello a clean report.	Ongoing April 2019 July 2019 January 2020
Montebello's poor control over its petty cash and its lack of credit card policies and procedures could lead to fraud.					
18	To protect against fraud and abuse, by March 2019, Montebello should establish an official petty cash policy that includes reimbursement limits and that prohibits splitting purchases to circumvent the city's established reimbursement limits.	Finance Director	March 2019	COMPLETED - New petty cash administrative policy established and distributed to all departments throughout the City. \$100 limit set for each department with reimbursement only upon actual receipts	Completed March 2019
19	By March 2019, Montebello should establish an official credit card policy that aligns with best practices from the Government Finance Officers Association.	Finance Director	March 2019	COMPLETED - New credit card administrative policy established and distributed to all departments throughout the City. Each department now has a \$5,000 limited credit card which must get reconciled with receipts each month.	Completed March 2019

State Audit Corrective Action Plan Update and Progress Report - 01/08/2020

#	Recommendation	Assigned To	Due Date	Status	Status Date
<i>Lack of consistent leadership and competitive salaries have reduced the effectiveness of the City's departments.</i>					
20	To help ensure that Montebello operates effectively, the city council should, by March 2019, develop and follow through with plans to hire individuals in key leadership positions.	City Council and Interim City Manager	March 2019	COMPLETED - Finance Director; Human Resources Director; Community Development Director, hired.	Completed January 2019
21	To ensure consistent executive leadership, the city council should resolve the status of its city manager on leave and, if necessary, begin recruiting for a new, permanent city manager.	City Council, Interim City Manager, and Human Resources Director	January 2019	COMPLETED - On June 26, 2019, City Council hired a new permanent City Manager, who will start July 29, 2019.	Completed July 2019
22	To ensure that Montebello can recruit and retain qualified candidates, and to ensure that its salaries are competitive for its current staff, the city should, by December 2019, complete a salary survey and adjust salaries as necessary.	Human Resources Director and Interim City Manager	December 2019	COMPLETED - New employee pay scales now include their PERS pickup added, which increases the pay scale between 8-12%.	Completed June 2019
23	To determine the correct level and mix of positions in the city, by June 2019, city staff should present a proposal to the city council for studying Montebello's staffing levels.	Human Resources Director	June 2019	COMPLETED - During the FY19/20 budget sessions, the City Council authorized filling vacant positions and hiring certain key new positions, such as Deputy City Clerk and Risk Manager.	Completed June 2019

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

SUBJECT: Approval to enter into a citywide printing services software acquisition and equipment lease agreement

DATE: January 8, 2020

RECOMMENDATION

Adopt a Resolution to authorize the City Manager to negotiate and execute a lease agreement and maintenance agreement with IBE Digital for the replacement of our current printers and printing software for an amount not to exceed \$6,383.20 per month, plus the price per printed page, for a term not to exceed 60 months.

BACKGROUND

Currently the City is under contract with Ricoh until January 31, 2020 for 39 imaging equipment (combination of printers and copiers) located throughout City Hall, Police Department, Fire Department, Golf Course, park facilities and Transit. Several of the imaging equipment utilized are not color copiers requiring color print jobs to be sent to costly off premise vendors. The current inventory includes several desktop units that can be removed for under-utilization and duplication of efforts.

As part of the process to improve contract fiscal management, City staff reviewed the existing citywide printing agreement and recognized an opportunity to increase fiscal efficiency, improve print quality, and increase the capability of the city's printing and equipment options. The proposed citywide printing solution will include centralized printing and will enable City staff to closely monitor the costs associated with the service provided, which will result in significant costs savings for the City.

IBE Digital, a qualified service provider with Konica Minolta Business Services is proposing 42 Konica Minolta copiers; 34 color units, 8 black and white (monochrome) units, 2 Canon large scale plotters for the Departments of Public Works and Recreation and Community Services accompanied by managed non-proprietary print software, Papercut. Papercut, allows the secure usage of employee identification cards to operate the printers throughout the city-wide installed imaging equipment inventory through an integrated authentication format. The lease agreement includes delivery, installation, removal, and training of all equipment as well as Papercut. Maintenance agreement with IBE Digital includes all parts, labor, service calls, toner, excluding paper and staples.

CITY COUNCIL AGENDA REPORT – MEETING OF JANUARY 8, 2020**APPROVAL TO ENTER INTO A CITYWIDE PRINTING SERVICES SOFTWARE
ACQUISITION AND EQUIPMENT LEASE AGREEMENT****PAGE 2 OF 2****FISCAL IMPACTS/ ANALYSIS**

The City of Montebello established membership with Sourcewell, formerly known as the National Joint Powers Alliance (NJPA). Sourcewell contracts leverage national volume pricing and provide members with a streamlined contracting process, allowing the City to forgo lengthy and tedious bidding processes. Membership entitles the City to access previously competitively bid national contracts that include language regarding competitive bidding and prevailing wage, thus allowing the City to piggyback on a contract awarded by Sourcewell. The City is utilizing existing Sourcewell Contract No. 083116-KON with Konica Minolta Business Services. The pricing included in the quote is based upon the Sourcewell contract pricing and as a result enabled cost savings on this project. The recommended purchase is in compliance with Montebello Municipal Code, Section 3.20.125.

The fiscal impact of the recommended action will be \$76,598.40 annually, plus the price per printed page for the next 5 years which is estimated to be \$19,437.36 annually. The annual printed page estimate is based on the average of city-wide imaging equipment usage in November 2019 of duplication/print of black and white images and color volume multiplied by cost per copy. The recommended lease agreement will result in a minimal annual savings of \$53,102.52 with respect to our current citywide agreement.

Vendor	# of imaging equipment	Annual Fiscal Impact
Ricoh (Current Vendor)	39	\$149,138.28
IBE Digital (Proposed Sourcewell Vendor)	42 + 2 plotters	\$96,035.76

SUMMARY

Adopt a Resolution authorizing the City Manager to negotiate and execute a lease agreement and maintenance agreement with IBE Digital, as approved to form by City Attorney.

ATTACHMENTS

Resolution
Sourcewell Contract No. 083116-Kon

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO
EXECUTE A CITYWIDE PRINTING SERVICES
SOFTWARE ACQUISITION AND EQUIPMENT
LEASE AGREEMENT WITH IBE DIGITAL**

WHEREAS, staff for the City of Montebello (“City”) considered a Citywide printing services plan to ensure the most cost-effective and efficient way to manage its printing equipment, service delivery and ink usage; and

WHEREAS, City staff determined the most cost effective method to manage the City’s printing equipment, service delivery and ink usage was to enter into an agreement with a lease-based equipment service that includes printers, regularly scheduled maintenance, repair service, toner and a competitive price per page; and

WHEREAS, City staff reviewed the summary of assessment provided and determined IBE Digital as part of the sole source Contract No. 083116-Kon with Konica Minolta Business Services;

WHEREAS, the City Attorney confirmed the City has the authority to exempt this acquisition process from the City’s piggybacking provision established in the Montebello Municipal Code.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. Pursuant to Montebello Municipal Code Section 3.20.125, the City Council hereby adopts this Resolution authorizing the City Manager, or his designee, to execute a citywide printing services software acquisition and equipment lease agreement with IBE Digital for an amount not to exceed \$6,383.20 per month for such services, plus the price per printed page, and for a term not to exceed five years.

SECTION 2. The City Council further authorizes the City Manager, or his designee, to execute the citywide printing services software acquisition and equipment lease and maintenance agreement, as approved to form by the City Attorney, with IBE Digital agreement and any reasonably related documents or amendments reasonably necessary to carry out and effectuate the intent of this Resolution on behalf of the City.

SECTION 3. The City Council further authorizes the City Manager, or his designee, to execute any amendments consistent with this Resolution.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately upon adoption.

APPROVED AND ADOPTED THIS 8th DAY OF JANUARY, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 8th day of January, 2020, as approved by law by the following vote:

AYES:
NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: Konica Minolta Business Solutions U.S.A., Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Page 25 / Post Award Operating - Letter D Audit	7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.	7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation directly related to purchases that Members make from the Vendor under the awarded Contract. Vendor shall retain the order and invoicing documentation for a reasonable period of time, but in no event longer than seven years after the Contract terminates unless a longer period is required by law. Vendor shall retain the order and invoicing documentation for a reasonable period of time, but in no event longer than seven years after the Contract terminates unless a longer period is required by law. <u>NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract</u>	Accepted.
Page 26 / Post Award Operating - Section H CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE	7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;	7.13.3 NJPA reasonably believes that the Vendor will not or cannot is not performing to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;	Accepted.
Page 27 Section 8 GENERAL TERMS AND CONDITIONS B. APPLICABLE LAW	8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts	8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation. Per Q&A - If the applicable FARs are provided for	Accepted.

	resulting from this solicitation.	review, we can take another look.	
Page 27 Section 8 GENERAL TERMS AND CONDITIONS B. APPLICABLE LAW	<u>8.10 Patent and copyright infringement:</u> The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws	8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws Add: Vendor has no obligation under this Section 8.10 to the extent the violation of applicable patent or copyright law was caused by: (i) Vendor's compliance with NJPA, NJPA Members, or third-party designs, specifications, instructions, or technical information; (ii) modifications made by any party other than Vendor; (iii) NJPA's, NJPA Member's, or a third party's non-compliance with applicable documentation; (iv) use of products, services or deliverables for purposes not contemplated by this Contract or applicable documentation (including distribution to third parties); (v) NJPA, NJPA Members, or third party use or combination of products, services, or deliverables with products, software, or services that are not provided by Vendor; or (vi) a product, service, or deliverable that is not at the most current release level if the most current release level is non-infringing. If Vendor determines that any products, services, or deliverables infringe or are reasonably likely to infringe any third-party's intellectual property rights, it shall have the right, in its sole discretion and as NJPA's or NJPA Members' sole remedy, to procure for NJPA or NJPA Members the right to use the infringing intellectual property on the same terms as contained in the Contract, modify the infringing intellectual property so as to make it non-infringing while retaining substantially equivalent performance, replace the infringing intellectual property with non-infringing substantially equivalent intellectual property, or refund a pro rata portion of the amounts paid by NJPA or NJPA Members under the Contract. Vendor's indemnification obligations under this section are conditioned upon the indemnified party: (i) promptly notifying Vendor of any claim in writing; (ii) cooperating with Vendor in the defense of the claim; and (iii) granting Vendor sole control of the defense or settlement of the	Accepted. See clarification below.

		claim, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval and shall unconditionally release the indemnified party of all liability. Vendor shall not be relieved of its indemnification obligations herein for the indemnified party's failure to comply with such requirements, except to the extent that Vendor has been prejudiced by the indemnified party's actions or inactions.	
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Proposer's Signature: Kristen McKenna Date: 8/24/16

NJPA's clarification on exceptions listed above:

8.10 is amended as follows: after the first paragraph, insert proposed language.



Contract Award
RFP #083116

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

MULTI-FUNCTION COPIERS, PRINTERS, AND EQUIPMENT APPLICABLE TO SCANNED DATA AND MANAGEMENT, IMAGE DUPLICATING, AND RELATED SOLUTIONS, ACCESSORIES, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for MULTI-FUNCTION COPIERS, PRINTERS, AND EQUIPMENT APPLICABLE TO SCANNED DATA AND MANAGEMENT, IMAGE DUPLICATING, AND RELATED SOLUTIONS, ACCESSORIES, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Konica Minolta Business Solutions U.S.A., Inc. Date: 8/26/16

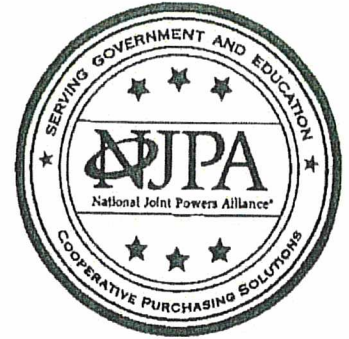
Company Address: 1595 Spring Hill Road, Suite 410

City: Vienna State: VA Zip: 22182

Contact Person: Kristen McKenna Title: Director, Government Contracts

Authorized Signature: Kristen McKenna
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

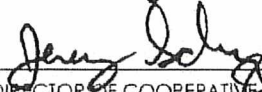
NJPA Contract #: 083116-KON

Proposer's full legal name: Konica Minolta Business Solutions U.S.A., Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 19, 2016 and will expire on October 19, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 19, 2016

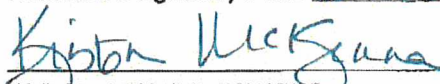
NJPA Contract # 083116-KON

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Konica Minolta Business Solutions U.S.A., Inc.

Authorized Signatory's Title Director Government Contracts



VENDOR AUTHORIZED SIGNATURE

Kristen McKenna

(NAME PRINTED OR TYPED)

Executed on October 27, 2016

NJPA Contract # 083116-KON

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Konica Minolta Business Solutions U.S.A., Inc.

Address: 1595 Spring Hill Road, Suite 410

City/State/Zip: Vienna, VA 22182

Telephone Number: 703-760-3573

E-mail Address: kmckenna@kmbs.konicaminolta.us

Authorized Signature: *Kristen McKenna*

Authorized Name (printed): Kristen McKenna

Title: Director Government Contracts

Date: 8/26/16

Notarized

Subscribed and sworn to before me this 26th day of August, 2016

Notary Public in and for the County of Fairfax State of VA

My commission expires: 7/31/2020

Signature: *Ann Marie Burns*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Konica Minolta Business Solutions U.S.A., Inc.

Questionnaire completed by: Kristen McKenna

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 30 days
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Konica Minolta has a few financing options we can offer NJPA and its members

Konica Minolta Premier Finance

We administer financing through our KMPF program. Konica Minolta Premier Finance is the private label leasing program of Konica Minolta Business Solutions USA, Inc. We hold a portion of the transactions we originate internally as leases and rentals. The balance of our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.

Through the KMPF program, we can offer the following suite of Finance Solutions:

1. Fair Market Value Lease – 24-60 month terms
2. Dollar Buyout Leases - 24-60 month terms
3. True Municipal Finance Programs – 24-60 month terms *
4. Software Only Finance Program – 24-60 month term
5. Purchase Only Leases (ancillary documents may be required). *

* Customer Must Qualify

Konica Minolta has also partnered with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615) and is an industry expert in municipal financing solutions.

NCL will offer leasing terms from 12-62 months on transactions from \$5,000.00 and up. Programs will be offered with both Fair Market Value (FMV) and \$1 Out purchase options.

Purchase Order Only Program:

We also offer a Purchase Order Only Program to NJPA members. This program enables the purchase order (PO), the agreement and addendum to constitute a finance lease. Only the terms and conditions of the Purchase Order Addendum attached with our response are the prevailing terms. This program is not available to non-profit entities.

NJPA members also have the option of a direct leasing agreement with the local installing and servicing dealers.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All of our order processing for our direct branches is done out of our National Customer Care Center, located in Windsor, CT. Orders can be mailed, faxed or emailed for immediate processing. KMBS has a hotline that customer can call between 8:30 am and 8pm EST to check on the status of purchase orders at 800-456-6422 Ext 2519. We will be utilizing our dealer network to support this response, and they will have the ability to accept and process purchase orders directly as well.

Konica Minolta Business Solutions currently holds 48 State Contracts, 1 National Educational contract, and 2 GSA Schedules, all of which have very strict reporting requirements. We have a dedicated support group that handles all of our reporting responsibilities. Our Government Contracts team oversees all the compliance of our sales reporting.

Many of our government contracts are set up for our dealers to process orders directly. We have a reporting process in place to collect this data through our SAP system and are confident we can meet the quarterly reporting requirements.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. For purchases, there is no additional cost to NJPA Members. For leases, there is a nominal upcharge in the lease rate factor when a p-card is utilized.

Warranty

- 5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor? Yes

Konica Minolta offers our Customer One Guarantee- "It Works or It Walks"

We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- First two years: replacement will be a brand new MFP
- After two years: replacement may be new or refurbished
- Plus, Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience"

Please see attached copy of our Customer One Guarantee

3rd Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
No, although we do not impose usage limits or restrictions in our warranty agreement, we do provide recommended volume levels for various devices through "right sizing" to ensure the device functions properly within our recommended specifications.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Yes.
However, for remote locations where devices are outside of a fifty (50) mile radius from a support location, an additional charge may apply.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? Konica Minolta will provide service including warranty repairs throughout all fifty states. However, some remote areas may require a longer response time than normal.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? These warranties are typically passed on to the original equipment manufacturer.
- What are your proposed exchange and return programs and policies? Please see attached Customer One Guarantee for details on our policy.

6) Describe any service contract options for the items included in your proposal.

Konica Minolta will offer NJPA members various service contract offerings:

- Cost-per-copy with no minimums
- Monthly Rate with minimum and overages (this method helps with budgeting and will be customized based on customers' needs at time of quote)
- Pooled (Aggregate) billing

Our direct branches and network of authorized dealers will work the NJPA member to ensure that the member's needs are met.

Pricing, Delivery, Audits, and Administrative Fee -

7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Konica Minolta is providing the NJPA, and participating members, product category discounts from MSRP in our proposal. We have provided our pricing schedule in detail on the attached excel file (including MSRP, SKU's, and NJPA discounted price). In addition, spot discount pricing based on specific opportunities is also available.

8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Konica Minolta MFD Main Unit Hardware Range – (55%-69%)

Konica Minolta Printers Hardware Range – (35%-54%)

Konica Minolta Accessories Range – 25%-30%

Consumables – 0% - 10%

3rd Party Products (interactive technology products, wide format printers, 3D Printers, professional services, software, scanners, etc.) Range 0%-38%

Enterprise Print Management Services – 0% - 15%

9) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

 X d. other than what the Proposer typically offers (please describe).

Similar as the Proposer typically offers to cooperative procurement organizations, or state purchasing departments.

10) Describe any quantity or volume discounts or rebate programs that you offer.

Konica Minolta will look at each opportunity on a case by case basis, and will offer spot discounting based on the customer's needs, and the competitiveness of that particular market.

11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Depending on the product or service that was needed, if it fell within the scope of the NJPA contract, we would first attempt to get the item added to the contract. If for some reason the customer needed it right away or we were not able to add it, Konica Minolta will offer them an open market price, which is typically a discount from MSRP. Depending on the product or service, the customer may have to sign our KMBS standard terms and conditions for the open market items.

OCONUS deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. This will be quoted at time of request.

12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

We have listed pricing for the following on our price list:

- Installation/Network Setup (Branch/Dealer Technician)
- Advanced Training (Branch/Dealer Systems Engineer)
- Professional Services (Branch/Dealer Systems Engineer)
- Delivery (with the exception of our MFD's where it is included in the pricing, Branch/Dealer Technician)
- Delivery to remote areas of Alaska and Hawaii (case by case)

Prices do not include the cost of special equipment or rigging needed for delivery to the customer requested location. This will be handled open market.

13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

We have included delivery on all of our Konica Minolta core products. However, some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list.

We maintain warehouses throughout the United States, ensuring timely delivery of all devices and supplies. As an experienced integrated software provider, we are familiar with the requirements of our customers to have a complete unit, ready for use upon installation of the equipment. Konica Minolta makes all reasonable efforts to comply with the timeframes outlined in our response. Products in stock can typically be delivered within 10-14 business days, but we guarantee delivery within 30 business days ARO. We will develop a mutually acceptable delivery schedule with the NJPA member, at time of order.

14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

All MFD's included in this proposal are delivered FOB Destination, delivered to the customer's requested location within the 48 contiguous states and the District of Columbia. Any orders OCONUS (Outside the Continental US)

deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. Prices do not include the cost of special equipment or rigging needed for delivery to the customer requested location.

- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.

KMBS have included all of our standard delivery and installation methods in our proposal. However, in the past, we have utilized very unique abilities in the past to provide critical services, for example; Installation with cranes, and deliveries to very remote areas via snowmobiles, bush pilots and ferries. Although rare, we are committed to thinking outside the box and exhausting every method needed to meet the needs of our customers.

- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Konica Minolta Business Solutions Inc. (KMBS) uses a customized version of SAP that will enable us to assign a specific internal Master Agreement number for the NJPA contract. The master agreement will represent the complete contractual relationship between KMBS and NJPA, including terms and conditions and pricing information. We will also be able to use the master agreement number to pull all billing activity for reporting and payment of any administrative fees.

Master Agreement, orders and administrative fee payment and reporting will be managed by our KMBS Direct Administration team.

We also have JSOX procedures that ensure thru checks and balances and periodic audits that appropriate terms and conditions and pricing have been approved and are correctly loaded to the master agreement. Japan's Financial Instruments and Exchange Law, is considered the Japanese version of Sarbanes-Oxley (SOX). The J-SOX compliance law introduces strict rules for the internal control of financial reporting in order to protect investors by improving the accuracy and reliability of corporate disclosures.

Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all of our government contract sales reporting. They are very familiar with the process, and understand the importance of keeping Konica Minolta in compliance with our contracts. The Director of Government Contracts, Kristen McKenna, has overall responsibility for the compliance of the sales reporting and remittance of all rebates. We ensure that reports and rebates are submitted timely to our government customers.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Konica Minolta proposes a standard administrative fee payable to NJPA as follows: 2% for hardware products, 2% for display products and 0% for services/solutions.

Industry-Specific Questions

NOTE: When answering some of the industry-specific questions, a simple "yes" or "no" may seem to sum up your answer. But in order to create a more complete answer, please explain with enough detail to give the evaluation team sufficient substance to properly assess your answer.

- 18) Describe your overall US market share for the digital imaging, copiers, duplicators, and related equipment solutions that you are proposing in this response.

MFP's Color - A3 – 17.4%

MFP's Monochrome - A3 – 12.5%

19) Describe your digital imaging, copiers, duplicators, and related equipment solutions market share *for government and education* in the US market.

At this time we do not track market share by vertical. However, we are looking at the possibility of breaking our market share down by vertical in the future.

20) What is your *total volume* of digital imaging, copiers, duplicators, and related equipment solutions *in the government and education market*?

As mentioned above, we do not track by this type of vertical at this time. However, in overall terms, quarterly and annual reports don't release actual unit sales. We calculate market share off actual units shipped as provided to IDC by vendors the same way all vendors do.

21) Describe and demonstrate the value to NJPA member agencies relating to any unique technology applicable to the function and performance of your proposed equipment and related solutions.

Our technology is organic to our company. Konica Minolta products operate on our Open Platform ("bizhub OP") technology. Our MFP control system is comprised of three pillars; bizhub Architecture, Emperon Print System and bEST.

- The bizhub Architecture seamlessly integrated all imaging and network functions in a bizhub MFP to provide efficiency, reliability and security of operation. The Emperon Print System encompasses a range of printer languages, drivers and related technologies to assure optimal performance and control over printed output on a bizhub MFP.
- The Emperon Print System is Konica Minolta's printing systems architecture – like a print controller embedded into the bizhub architecture – Developed in-house to maximize the print/scan productivity of bizhub devices. It's a set of software programs that can run on various hardware platforms.
- bEST brings the power of the PC directly to your Konica Minolta multi-functional product (MFP). The bizhub Extended Solution Technology (bEST) program enables a seamless interface between Konica Minolta bizhub MFPs and software applications residing on a PC or server. The customized solution developed using the bEST technology offerings (PCL, PS, SDK, web browser, etc.), can include applications for print management, cost control, and networking, all accessed directly from the MFP control panel.

All elements of bizhub OP utilize technology that was developed by Konica Minolta and is owned by the company.

22) Describe any unique managed services and solutions that are related to the scope and proposed in this RFP.

Managed Print Services (MPS) - branded as Optimized Print Services (OPS) by Konica Minolta provides complete fleet management. The program is designed to reduce costs, increase your staff's productivity and unburden IT resources.

Desired business outcome planning is based on business operation, workflow processes, precise statistics, integration requirements and current to future state cost reduction opportunity. This concept rests on three core activities—Consult—Implement—Manage—each of them composed of three components.

Konica Minolta bases its Managed Print Services on Four (4) A-La-Carte Modules which separates it from the competition drastically:

- OPS Tools, Monitoring and Management Services
- Assessment Services
- Technology and Solutions
- Professional Services

Konica Minolta offers a powerful suite of customizable print service tools, allowing optimal control of your output devices, resulting in greatly improved productivity and cost efficiency. Using highly sophisticated technology combined with expert consulting, the Konica Minolta's Managed Print Services, if selected as an option, it can provide an end-to-end solution, which begins with a comprehensive usage and cost assessment. The result is a detailed cost analysis, specifying current costs, as well as workflow patterns, if needed. A customized report is then created recommending how to optimize the print and workflow environment – often showing a potential savings of approximately 15% - 20%, which can be a significant savings for larger print fleets.

Konica Minolta's Managed Print Services can help drastically reduce downtime, conserve assets and provide management of your printer fleet.

The focus is on cost-savings, with a potential for:

- 40% reduction in IT Help Desk calls
- 25% or greater reduction in consumables costs
- 20% reduction in unscheduled maintenance costs

Ongoing, customized services are the key to the program, with features that include:

- Automatic supply replenishment
- Proactive Automated service alerts
- Service by Konica Minolta's team of certified technicians
- Web based fleet reporting
- Consolidated billing
- Supply recycling services
- Device Floor Planning
- Fleet optimization consulting
- Professional services and solutions to enhance workflow.

Managed IT Services - Konica Minolta's Managed IT division, All Covered, offers complete solutions that are focused on 5 key areas: IT Projects, Managed IT Services, Cloud Services, Assessment & Technology Plan, and Vertical and Application Solutions.

All Covered provides flexibility to choose a customized support plan that includes:

- IT strategy, budget and planning
- Proactive intelligent maintenance
- Server and desktop management
- Phone and remote support
- 7X24 onsite emergency response
- IT staff augmentation
- Client Self Service Portal

Professional Services – These services are provided by our support personnel from our direct branches, authorized dealers or 3rd party software and hardware partners. Professional services will be provided as required when applicable for deployment of application solutions, special installation or implementation requirements and advanced training in support of production print and specialty product support.

23) Describe your Canadian market share (if any) for the solutions that you are proposing in this response.

MFP's (Office Equipment) Color - A3/A4 – 8.2%

MFP's (Office Equipment) Monochrome - A3/A4 – 1%

Production Color – 8.6%

Production Monochrome – 12.6%

24) Define and identify the role and responsibility of any subcontractors or third-party distribution or servicing agents (other than your authorized dealer network) that will be involved in implementing and fulfilling the expectations and requirements your proposal.

Both Konica Minolta Branches and Authorized Dealers will provide support under this contract. Our dealer network will provide support for this award as follows;

- Sales and Marketing – Our authorized dealers will market the contract and provide sales consultation to include strategic engagement, equipment and service proposals, demonstrations, presentations and client discovery and technical consultation
- Administration – Authorized dealers will provide administration and billing under the contract award to include maintenance, services and hardware billing per the terms of the awarded contract.
- Service and Technical Support – Authorized dealers will provide or coordinate necessary resources to provide service and technical support to meet the requirements in the bid and needs of the customer.

We have a process in place for our authorized dealers to insure contract compliance for NJPA and allow for proper compensation for our dealer partners to incent performance. When a contract is awarded, our government contracts division will draft a dealer participation agreement. This document will contain all the contract

requirements and service level agreement requirements contained in the final award. The DPA will clearly define the dealer's requirement under the contract and list remedies for violation. This is a standard practice Konica Minolta follows for any government contract allowing for dealer participation.

Additionally we have created an incentive program that has been very successful in our dealer community to insure proper compensation and dealer sales credit to insure their participation and motivation to market our contracts.

25) Describe attributes of your multi-functional printers (MFPs), digital imagers, or duplicators that are unique in your industry.

Konica Minolta is dedicated to providing advanced devices that will foster unique customer experiences which include a wide variety of requirements such as security, mobility, simplicity, efficiency, environmental sustainability, accessibility, robust reporting/monitoring. KMBS offers one of the strongest office equipment lines in the industry. The products are unique in many ways. One of the biggest benefits that we offer our customers is the fact that bizhub MFPs contain many standard features and functions "out of the box". For example, our core color and monochrome office MFPs ship with full scanning functionality. Scanning destinations include email, shared folder, FTP, "True" TWAIN, Electronic Mailboxes (may require optional HDD) and, WebDav (not all models). The mid-range color office product (C203-C650) ship with standard PostScript 3 and PCL printing functionality.

Additional standard bizhub MFP device features include: Network User authentication (Active Directory) - without the requirement of "middleware", 60 GB hard drives (mid-range color MFPs), fully loaded memory and extensive built-in security features. Besides the obvious cost savings benefits, the additional value that this product offering brings to our customers is to alleviate the burden of having to configure the device from an "a La Carte" product menu. We have found that this removes uncertainty and improves productivity when configuring a bizhub MFP for your office.

- **Accessibility**
Konica Minolta bizhub MFPs are built from the "ground up" to provide accessibility to everyone. Konica Minolta's bizhub models feature numerous Section 508 enhancements to allow for greater accessibility. Section 508 legislation requires that electronic information technology developed, procured, maintained or used, by the U.S. Federal Government be accessible to individuals with disabilities.
The ideals of Section 508 are designed into all Konica Minolta products, which are compatible with personal assistive technologies and devices commonly used by impaired operators. Our customers benefit from state-of-the-art features that make our products easy to access and operate. These features include front-loading paper trays, adjustable display contrasts, conveniently reached heights, and easily accessible machine interiors for adding toner and replacing imaging cartridges. We design and manufacture products that enable all people to access and create quality images, making them more productive and efficient in the working world.
- **bizhub design: a look all its own**
The latest bizhub color and monochrome models incorporate design elements that are new and different from anything offered by competitors. Their sleek dark charcoal exteriors separate them from any other product line in the industry, proving that a world-class MFP doesn't have to be hidden out of sight in a windowless cubicle or "copy room." With small footprint and cables that can be hidden out of sight, new bizhub models are designed for center-office placement – making bizhub truly the hub of high-speed business workflow.
- **Simitri Toner**
Our exclusive our Simitri® HDE Toner, a polymerized toner formulation using biomass plant-based materials to reduce environmental impact. Simitri toner has smaller, more uniform particles than ordinary toner, resulting in one-third less toner being needed to create an image. Simitri toner also fuses to paper at lower temperatures, generating less heat and requiring less energy. The emission of CO2 is cut by nearly 40 percent. One of the definitive advantages of bizhub is unsurpassed print/copy quality – an

area in which Konica Minolta has long been recognized as an industry leader. Since the 1970's, Konica Minolta has been investing heavily in toner technology to improve image quality, decrease running costs and minimize environmental impact. By the year 2000, we had developed our own patented polymerization production process for toner called Simitri™. In 2006, we took this revolutionary technology a step farther – by introducing our new Simitri HD (High Definition) toner.

- **Applications at bizhub MarketPlace**
Simple workflow and communication apps run inside your bizhub and are accessible from the touchscreen control panel to provide immediate productivity benefits. Apps like Google Mail and Drive, Connect to Microsoft SharePoint, Connect to Dropbox and Evernote support scanning to and printing from these cloud-based and on-premises document repositories. Announcements, Clean Planet, Paper Templates and more can save time, speed work and make administrative tasks easier. For information, please visit: bizhubmarketplace.com
- **Mobility**
Our PageScope® Mobile app lets you print or scan documents on networked bizhub MFPs from iPad, iPod, iPhone or Android devices. With Apple's AirPrint Wireless Printing, you'll have quick and efficient printing on iOS devices. We also provide mobile printing capability through Google Cloud Print and Near Field Communication (NFC) systems. Wireless printing is available on all bizhub MFPs, – and Konica Minolta is on the board of the Mopria Alliance, a non-profit industry initiative dedicated to simplifying the process of wireless printing with common standards and transparent interoperability
- **i-Options**
Innovative i-Option capabilities for your bizhub MFP include Internet access from your bizhub touchscreen, PDF/A formatting and Linearized PDF support, Advanced PDF encryption for secure scanning applications, Searchable PDF conversion, specialized barcode printing support and more. There's also an i-Option for Voice Guidance operation for the vision-impaired.
- **Device Automation**
Konica Minolta's bizhub vCare program can increase your productivity by maximizing your uptime. With automated meter reads and monitoring of toner levels, scheduled service calls, proactive routine maintenance and fast emergency response, vCare, a Miercom Certified Green technology, can make all the difference when it counts.
- **Monitoring**
bizhub vCare is a software system developed by Konica Minolta Business Technologies, Tokyo, Japan, and is designed to enhance customer care through efficient management of Konica Minolta multifunctional devices (MFP - print, copy, scan, and fax all in one system). Consisting of a bizhub vCare Server and bizhub vCare-enabled MFPs, the system allows for the quick and efficient interchange of data between the bizhub vCare enabled MFPs and the bizhub vCare Server via the Internet. bizhub vCare will free customers from the meter reading process, eliminating monthly calls or faxes to send or obtain meter readings. bizhub vCare generates automated meter readings on a daily, weekly or monthly basis, providing prompt and exact meter reads that ensure billing accuracy
- **Security**
The latest bizhub MFPs have been certified to meet strict ISO 15408, IEEE 2600.1 and FIPS 140-2 standards. Along with encrypted PDF, hard drive encryption, automatic document overwrite, IP filtering, Copy Guard and a comprehensive array of standard safeguards, Konica Minolta offers advanced authentication options like Biometric Authentication – as well as options to support popular card-based security systems for HID Proximity Cards, HID iClass Cards, Magnetic Stripe Cards and CAC/PIV Card systems in use by the U.S. Federal Government (including the Department of Defense).
- **bizhub SECURE**
Your Konica Minolta service provider can activate the built-in security-based features of your bizhub MFP by enabling bizhub SECURE: setting a secure administrative password, HDD encryption and HDD password lock, temporary data overwrite after each job and auto deletion of User Box data after a specified time.

- Environmentally conscious Konica Minolta devices and software have been designed for optimum operation while minimizing energy consumption. The low TEC values of Konica Minolta's products are particularly impressive. Our bizhub color and B&W models achieve among the lowest power consumption rates of any MFPs in their class. In addition, most Konica Minolta office systems now have three power-saving modes that significantly reduce the energy consumption during idle phases.

26) Are all proposed MFPs, imager, and duplicators new and still in current production? Yes

27) Do any of your proposed products or solutions contain remanufactured parts? No

Equipment/Solutions Features

28) Do your proposed solutions have any advanced energy saving features?

Every Konica Minolta business information product has qualified for the ENERGY STAR label since 1995. ENERGY STAR is an international voluntary labelling program designed to protect the environment through the identification and promotion of energy-efficient products and practices. In addition, low-temperature fixing and automatic switching to low power and sleep modes when the bizhub is not in use greatly reduces energy consumption.

29) Describe any unique user-accessibility features that your equipment offers.

Enhanced operational functionality includes: front-loading paper trays, adjustable display contrasts, enlarged displays, tilt-enabled control panels, extra-large buttons, convenient heights and reach, and easily accessible printer interiors for adding toner and replacing imaging cartridges. Konica Minolta engineers are dedicated to providing state of the art imaging technologies to everyone in the office regardless of their physical capabilities. As a result of this commitment to ADA printing, Konica Minolta MFPs contain numerous functions and features that provide an easy and friendly user interface and operation for individuals with disabilities.

30) Describe any advanced finishing features that your MFPs, imagers, or duplicators offer.

All of the Konica Minolta MFP's have finishing capabilities and can be designed to accommodate advanced finishing. Standard modes would be: Non-Sort, Sort, Group, Sort/Offset, and Group/Offset, Sort and Staple. Advanced on a variety of products would be 2/3 hole punch, staddlestitch or booklet mode. Production print and higher volume products have many options to meet the demanding output requirements to print shops and central reproduction areas. These range from: Corner stapling: Horizontal, Vertical 2-point stapling: Center, Center-Fold Max. 5 sheets Three-Fold-in Max. 3 sheets, Post Insertion, stackers, Multi folding, folding and stapling, trimming, Half fold, tri-fold, Saddle Stitch/Trimming, perfect-bound books and ring binder.

31) Describe your unique advantages surrounding toner or ink cartridge replacement and usage.

Simitri Toner is a polymerized toner researched and developed by Konica Minolta. It consumes less energy during production and, thanks to its power saving technology, CO₂, NO_x and SO_x emissions are reduced by more than 1/3 during use. Konica Minolta also utilizes a much lower fusion temperatures than conventional methods which means less energy is required during output. By reducing the heating load on the paper, stable paper handling has been realized.

32) Do your MFPs, imagers, or duplicators have an integrated keyboard?

Yes. Any of the touch panel MFP's have an integrated QWERTY keyboard which is convent for entering in e-mails, fax numbers, naming files and customizing your MFP's. The latest products feature a wide 10.1 inches screen.

33) Can your MFPs, imagers, or duplicators connect to multiple devices in order to increase effective print speeds?

No. However, optional software for rules based printing can maximize production and reduce cost by optimizing the best Konica Minolta for the job.

34) Describe the user support/help features that your MFPs, imagers, or duplicators provide at the control panel.

Help features are available, matched with an optimized button layout and intuitive fingertip operation have been adopted for a user-friendly environment with easy operation for just about anyone. Konica Minolta has also offered You Tube help videos for the more "connected" smart phone user who finds comfort in searching for help on-line. User Guides and control panels are also available in a searchable HTML file for convenience and visual education on the operation.

35) Describe the output features and advantages of your MFPs, imagers, or duplicators.

Konica Minolta provides best in class output control systems to allow for superior reliability. Our MFP's provide stability, quality color output and performance and a number of output finishing options. We use Inline sensing for long-run precision and have automatic density adjustment, improved position accuracy and enhanced front-to-back registration control combine to keep your output stable without operator intervention. We also provide real-time engine calibration done inline to stabilize color values. Our enhanced color feedback system measures both CMYK and RGB for greater color accuracy. The visible results show smoother edges, more legible text, and maximum color density without granularity or moiré distortion.

Konica Minolta uses a high processing CPU (Dual core 1.6GHz) to provide high performance in our office MFP's to make sure our bizhub's perform in the office and provide the quality output users need. Each machine has varying output and finishing options to provide a final product that is ready on-demand. Below are some of these options:

- Off-Set Job Stacking
- 50 Sheet Max Staling with optional 2\3 Hole Punch
- 100 Sheet Max Stapling with optional 2/3 hole punch with Tri-Fold sheets output selection
- 50 Sheet Max Staling with Hole Punch and Saddle-Stitch Booklet Maker for 20 page book
- 100 Sheet Max Stapling with Hole Punch and Saddle-Stitch Booklet Maker for 80 page book
- GBC Spiral Bind automated on-line production
- Glue Bound Book Spine Binding
- Booklet Edge Trimmer
- Job Separator Tray
- Z-Folding
- Cover and Page Inserter

36) Describe the control panels' features and advantages.

Konica Minolta's award winning control panels provide an enjoyable user experience. Below are the features we provide on the control panels:

- Magnification ratios provide reduction and enlargement customization
 - 1.0 (full size: 1.00 ±0.5% or less) Enlarge: 121.4%, 129.4%, 154.5%, 200% Reduce: 78.5%, 73.3%, 64.7%, 50.0% and Zoom R/E 25% to 400%. Selections by 1/10 %
- Quantity Selection for multiple copies for large copy jobs
 - 1 to 999 or 9,999 sheets runs
- Copy Density control allows for auto density selection so a user can override for light\ dark quality selections allowing for best possible copy or scan quality.
- Scanning Modes provide advanced scanning and ease of use.
 - Scan-to-Email, Scan-to-SMB, Scan-to-FTP, Scan-to-Box, Scan-to-USB, Scan-to-WebDAV, Scan-to-DPWS, Network TWAIN scan.
- Scan File Format selections provide for the best quality of file retention
 - JPEG, TIFF, PDF, PDF/A 1a and 1b, compact PDF, encrypted, PDF and searchable PDF, XPS, compact XPS, PPTX and searchable PPTX, searchable DOCX/XLSX
- Fax Compression rates selection provides traditional fax functionality with added benefits of routing inbound faxes to emails or destination folder for paperless reception. High speed document feeders (compared to desktop fax machines) aids time to get transmissions out.
 - MH, MR, MMR, JBIG, Fax # One Touch Dials, or Group programed Dials
- Copy Interrupt allows a user to interrupt a long run to gain a quick few copies without the wait
- Copy Program provides for combining features into a one touch selection for a reoccurring jobs
- Page Stamping creates a number of repeatable images such as:
 - Date & Time, Page #'s ,Watermark, Overlay of Image, Copy Protect, Messaging
- Dual Page Scan provides for facing pages of a book to be copied off the platen glass in 1;1 or 1;2 duplex mode. This provides a better means of copying a bound book or document and can save paper and time.
- Stapling provides for top left corner staple or two staples for bound document. Saddle-stitch stapling works in tandem with Booklet Mode to provide folded page stapling in a ""magazine" format.
- Booklet Mode provides for auto pagination of sequenced pages when folded and stapled and in page numeric order.
- Page Folding selections are for letter, legal or ledger size pages to be folded as a function of Booklet Mode. Provides for optional Z-fold of ledger size pages to fit into a letter collated and or stapled sets. Trifold, which is available on select stapler finishers, provides for letter document folds for mailing, envelope stuffing, or flyers
- Hole Punching selections are 2 and 3 hole punch. Hole punching is "on the fly" and does not slow down MFP copying or printing speed and saves time from an off line manual hole punching.

- Paper Tray Selections are available for auto original size detections or can be overwritten for a manual paper size selection.
- Tilt and Swivel Display is designed to provide maximum visibility and reduce glare spots by repositioning the display for better view from overhead lights or other light sources. Additionally, it allows for wheelchair bound users to see and access all functionality choices from a sitting position.
- Color or Black & White copy output or scan input selections can be defaulted based on the end users' needs or selected on the control panel.
- Post Cover Insertion allows for preprinted material, possibly on heavier weight of stock to be added as a cover to finished sets after copying or printing on a set by set completion basis.

37) Describe the scanning features and advantages of your proposed solutions.

Konica Minolta Scan speeds for B&W or Color are up to 240 images per minute at up to 600 x 600 dpi. We provide a number of scanning modes including Scan-to-Email, Scan-to-SMB, Scan-to-FTP, Scan-to-Box, Scan-to-USB, Scan-to-WebDAV, Scan-to-DPWS, and Network TWAIN scan. Konica Minolta MFP's have the ability to produce a number of file formats such as JPEG, TIFF, PDF, PDF/A 1a and 1b, compact PDF, encrypted PDF and searchable PDF, XPS, compact XPS, PPTX and searchable PPTX, searchable DOCX/XLSX. The scanning options are easy to use with multiple selections for scanning destinations and choice of file formats for file type to create more durable files scanned for long term storage and retrieval requirements.

Additionally, with our API (Application Program Interface), we are able to provide Konica Minolta provided software to enhance scanning requirements for onboarding hardcopy documents into Document Management systems, ECM (Enterprise Content Management systems), SharePoint, customized workflow and disaster recovery sites. By providing increased workflow reliability, we cut down on manual tasks associated with storing and retrieving paper documents that have limited storage and shelf life. This provides a better means for meeting compliance regulations for various privacy protection laws that require PII and other confidential information to be secure and protected, and when needed, recoverable. Organization's that do not use scanning technologies and document management systems are often exposed to long retrieval times, security breaches and even lost documents.

38) Describe in detail any unique advantages related to the security benefits that your products or solutions offer.

Protecting sensitive electronic information is of greater concern than ever before. With the proliferation of connected multi-functional office products, Konica Minolta realizes that protecting electronic documents processed by bizhub secure MFPs is an absolute requirement in the 21st century workplace. Our goal is to make bizhub products the most secure MFPs available on the market today.

Konica Minolta works with third-party security consultants to check each system to eliminate any possible threat from attack through the network or the phone line, as well as the possibility of the HDD or RAM being removed from the machine.

The Evaluation Assurance Level (EAL) is a numerical grade assigned to an IT product following the completion of a Common Criteria evaluation, an international standard for computer security certification. In contrast to other MFPs in the market which are certified based on a security option or a specific function, we engineer and provide ISO 15408 Evaluation Assurance Level EAL3 Security Certification for each product as a total system. Our EAL3 represents an increase in assurance from EAL2 (the certification level of a number of our competitors) by requiring more complete testing coverage of the security functions, mechanisms, and procedures that provide some confidence that the target of evaluation will not be tampered with during development.

Konica Minolta bizhub products are certified as ISO 15408 EAL3 out of the box, providing the end user with base assurance that their information is safe and secure from unwanted intrusion and theft.

Konica Minolta provides Hard Drive Security features standard on our MFP products:

Hard Disk Password Protection

- The built-in hard disk of the MFP is automatically protected by a password. This password is stored in the hard disk BIOS and prevents access to the hard disk data, as long as the correct password has not been entered. Therefore, even the removal of the hard disk and installation into a PC, laptop or other MFP

would not give access to the hard disk. The password is allocated automatically but can be changed by the machine administrator.

Data Encryption

- Konica Minolta offers either a standard hard drive encryption kit or an advanced version as an optional extra. If desired, electronic documents can be stored in a password-protected box on the hard drive. If an organization is concerned about the security of such data, this can be protected by encrypting it with the HD encryption kit available. The stored data is encrypted using the advanced encryption standard (AES) supporting 128-bit key size. Once a HDD is encrypted its data cannot be read, even if the HDD is removed from the MFP.

Hard Disk Overwrite

- When equipped with a hard disk drive (HDD), Konica Minolta MFPs can store sensitive electronic information. The data can be deleted by those users who own the documents that reside inside the MFP's HDD in password protected boxes. For added safety, a key operator, administrator or technician can physically format (erase) the HDD if the MFP needs to be relocated. The hard drives can be overwritten (sanitized) using a number of different methods conforming to various (e.g. military) specifications, as listed in the table below.

Temporary Data Deletion

- Depending on the file size for certain jobs, the MFP might use the hard disk to swap data for copy, scan, and print and fax information. As additional security to protect the information stored on the hard disk, the machine can be set to format and overwrite this data on a per-job basis. Under this setting the temporarily swapped data is immediately deleted and overwritten as soon as the data is no longer necessary to end the job in action.

Data Auto Deletion

- The administrator can set an auto deletion timer for data stored in the personal or public user boxes, as well as system boxes (e.g. secure print box or encrypted PDF print box). The auto deletion setting will erase the copy, print, scan or fax jobs stored in boxes, depending on the storage period and the time frame selected for deletion.

Konica Minolta's Bizhub Secure Service

Of all the resources in today's business and professional world, your data can be the most valuable – and also the most vulnerable. That's why Konica Minolta offers lock down protection with bizhub® SECURE: a set of enhanced password and data security measures to give your bizhub mfp an extra level of security. We offer professional safeguard services for both our full size and small MFPs that will be provided by your Konica Minolta field engineer. Ensure that your data is more than just secure – its bizhub SECURE!

The following security features will be enabled on your MFP based on model type:

- Change Administrator Password
- Enable Hard Drive Encryption
- Timed automatic overwrite of a file in an electronic folder (Box)
- Automatic Overwrite of temporary image data
- Hard Drive Lock Password
- Timed, automatic Deletion of a file in an electronic folder

39) Describe the color printing features and advantages of your proposed equipment.

Konica Minolta's award-winning color MFP's and Production Printers have been recognized by industry analysts for excellent reliability and high quality output in black and white and consistent color over long runs. Customers use the entire product line for both business graphics and production level work. Our color devices are also recognized for the print quality for photographic images, natural flesh tones, bright, saturated color and smooth overall output.

Konica Minolta's MFP products come standard with easy to use PCL, PostScript and XPS print driver with an optional Fiery print controller upgrade for advanced color management and print queue functions. Konica Minolta's Production Print products have options for Fiery and Creo Print Controller options as well as color management tools.

Konica Minolta's Simitri HD (high definition) digital toner takes image quality and energy savings to the next level. Using a three-dimensional hybrid structure containing functional polymer, the toner offers a high follow-up for

almost any type of media, achieving the optimal and most natural textures. And lower temperature fusing offers greater energy savings.

40) Describe the paper feed features of your solutions.

Konica Minolta provides best in class paper feeding systems in our MFP's and production print product line. The praise we have received for our Production print models carries to the design and quality we provide with our MFP lines. Konica Minolta provides high paper input capacities and the ability to print a wide range of media types (recycled paper, colored paper, letterhead, overhead transparencies, banner paper, envelopes, tabs, labels and postcards) and weights (52-350 gsm). Paper tray capacities and options vary by model as shown on our price pages.

Konica Minolta's production print products have additional paper feed features including a dehumidifier/heater to reduce the moisture in the paper, a paper decurling unit; vacuum fed paper feed systems and the ability to print coated paper.

41) Describe the booklet color printing features of your solutions.

Konica Minolta's MFP and Production Print products provide booklet making options that create up to 20 page color booklets on office MFP's. Our Production Print models can create 200 page booklets and 600 page perfect bound books. We also offer inline GBC punching, ring binding, near-line full-bleed edge trimming and square folding. We also offer half fold and tri-fold capabilities. With all of these options, Konica Minolta helps customers design, create and deliver high quality flyers, brochures, pamphlets, catalogs, advertisements, banners and any other customer color applications.

42) Describe your hole punch options.

Konica Minolta MFP's and Production Print models provide a variety of hole punch options that allows customers to create the perfect output for their application. 2 hole punch for top edge bound documents and 3 hole-punch for 3 ring binder style binding is available on office MFP's.

Advanced hole punch options are available on our bizhub Pro and Press models. Konica Minolta provides 2 and 3 hole punch options as well as the following GBC inline punching options.

- 3 Hole Ring Binder Punch
- 19 Hole Cerlox Punch
- 32 Hole Wirebind Punch
- 21 Hole Wirebind Punch
- 44 Hole Color Coil Punch
- 11 Hole Velobind Punch
- 32 Hole Proclick Punch

We also offer an inline ring binder option that can punch and automatically coil bind up to 200 pages.

Software

43) Do your MFPs, imagers, or duplicators scan documents to Microsoft® Office® file formats?

Konica Minolta is submitting a number of scan management solutions that will be able to scan into all MS file formats. The narratives at the top of each solution pricing page will describe some of the feature sets. For example, the standard Bizhub can natively scan into PDF, Word, Excel, JPEG and, TIFF formats. When using any of our offered scan middleware, such as Autostore or Dispatcher Phoenix, you will be able to scan directly into user workflows, search index fields, customize the scan experience to match the desktop and support EDM/ECM host onboarding, including enhanced PDF/A and either full or zonal OCR document search.

44) Do your MFPs, imagers, or duplicators have the capability to connect directly to email accounts?

Konica Minolta is submitting a number of solutions that will have LDAP lookup and file browsing capabilities. The narratives at the top of each solution pricing page will describe some of the feature sets. For example, the standards Bizhub network connection will support scan to e-mail and scan to folder, including password and

proximity card authentication. Should a document be too large for a scan to e-mail the MFD can automatically break up the file size or offer compression options to meet the network file size limitations.

- 45) Do your MFPs, imagers, or duplicators have the capability to connect directly to public cloud services such as Google Drive™, OneDrive® for Business, and SharePoint®?

Konica Minolta is submitting a number of cloud service capable solutions that will be capable of connecting to a number of cloud hosting options. The narratives at the top of each solution pricing page will describe some of the feature sets. For example, Konica Minolta has built direct API integrations to Google Drive, OneDrive and Sharepoint, and when incorporating some of our middleware solutions such as InoFile, Sharescan, E-Copy, Autostore or Dispatcher Phoenix, full workflow capability is supported at the Bizhub as if this was your desktop. Whether your cloud is Public, Private, or Hybrid, the Konica Minolta Bizhub platform will support full integration to your ECM or EDM solution.

- 46) Describe any desktop utility that provides users with real-time information on each MFP.

Konica Minolta's PageScope Web Connection is a free web-based utility that provides users with real time information on the MFP by entering the IP address of the machine into a web browser. We are also submitting an enhanced version of our Pagescope Enterprise Netcare solution and within a number of new solutions being offered there will be many desktop utility management and real-time information feature sets. The narratives at the top of each solution pricing page will describe some of the feature sets. For example, Pagescope Netcare can provide administrative management of all connected MFD's for meter collection, toner or paper status, security setting status and full sweep reporting capability that can be compiled in a csv file.

- 47) List any third-party software that works with and integrates with your systems that would be a benefit for our member agencies.

The narratives at the top of each solution pricing page will describe some of the feature sets. However, below is a list of our offered solutions that would benefit government agencies and educational institutions for scanning, printing, production printing, ECM and EDM document workflows.

Equitrac, SmartPrint, PaperCut, Pharos Systems, InoFile Kno2, Precision Discovery eDiscovery Services, UNITY Document Suite, Prism, Dispatcher Phoenix, DocForm, DocRecord, Pivot-In, Jamex, GroupPoint, ScanPath, Lantronix, PrintPath, DocAudit, LinkCom. eForms, Spool2Print, Connect to OnBase, Blue Server, Quite Imposing Plus, Printgroove, Canvas, Next Print Solutions, EveryonePrint, RSA EngageIT Variable Data Printing, QDirect, EngageIT XMedia, nQueue Billback, RDOPrint, EngageIT iLABEL, TransForm FileAssist, Nuance, Qdirect Print Server, Copitrak, Qdirect Makeready Server, AutoStore 7, WebCRD, All Covered, LegalPrint,, Advantage Technologies, ReadyPrint, OpenText RightFax, Output Manager, Square 9 Softworks, Bluebeam Software, OpenForms 360 SmartSearch Software, STEAMtrax, TypeHaus, BarCodeJet, ShareScan, PDF Pro, EFI, Objectif Lune, Alice Receptionist, Digital StoreFront, PlanetPress, Double 2 Robotics, Fiery Central v2 Servers, PReS Connect, Zverse, Printshop Mail

- 48) Please describe the capability of your MFPs, imagers, or duplicators to communicate with customers' existing document-management programs or software.

Konica Minolta MFP's are able to communicate with customers' document management systems. All communication capabilities between the Konica Minolta Bizhub platform uses only direct API integration. No middleware, such as Java, is required to support our middleware, our connectors or software integration to backend systems. All secure authentications are encrypted and able to support all known secure communication protocols for network communication, including SNMPv3 and IPV6.

Environment

- 49) Please describe any green or environmental programs of your company as it relates to your proposed solutions.

We have instituted distribution, sales, service, recovery and recycling initiatives to ensure our company's entire commitment to going green. These Green Marketing Activities Include:

- Shortening transportation distances by optimizing logistics facilities and routes worldwide
- Reducing CO2 emissions and power consumption when transporting products through our membership in the EPA's SmartWay transportation program. The program helps businesses move goods in the cleanest, most efficient way possible
- Reducing the size of packaging for developing units and waste toner boxes
- Establishing systems for recycling used office equipment around the world
- Implementation of our clean planet program in product implementation

Effects of Green Factories Activities

Through its Green Factories activities, Konica Minolta strove to increase productivity, bring costs down, and reduce the CO2 emissions and generation of waste resulting from production operations. In fiscal 2014, it achieved the following reduction results compared to fiscal 2005:

- Cost reduction: 6,359 million yen
- CO2 reduction: Approx. 84,000 tons
- Waste reduction: Approx. 16,500 tons

50) Do you have a method of ensuring that toner or ink cartridges are fully depleted before being replaced?

Konica Minolta MFP sense when toner is low at the machine. A light will show on the panel that toner is low. It is recommend the customer order a new toner at this time or have one on site and change when cartridge becomes fully depleted. Once cartridge is depleted it can be removed from the machine and placed in the Konica Minolta clean planet box for recycling.

Method under our MPS Program

The Konica Minolta Managed Print Services (MPS) program, branded as OPS, includes an automatic toner replenishment option. This service utilizes our remote data collection agent (DCA) and monitoring software to report current device supply status levels. Contracted devices are monitored and managed through a central database maintained by Konica Minolta. Our advanced software algorithms monitor current toner levels and historical supply consumption patterns to deliver increased device uptime and contribute to staff productivity.

Our services are categorized into 2 major groups as stated below:

OPS Monitor service is Konica Minolta's entry level program that requires a low startup effort which includes toner delivery by request phone, email or web.

OPS Manage service is offers the OPS Monitor along with added benefit of auto-toner and active account management.

These services ensure that the toner or ink cartridges are fully depleted before being replaced.

51) Describe your toner or ink recycling program?

As part of our Clean Planet Program, Konica Minolta has partnered with Close the Loop, Inc., a leading global recycler of imaging consumables to process returned consumables in an environmentally safe and responsible manner. All cartridges are recycled with zero waste to landfill and zero incineration. Using state-of-the-art material separation processes, all consumables are processed, extracted and recovered for reuse. Recovered component materials are re-engineered so they can again be manufactured into useful products such as asphalt and plastic modifiers.

Some of the highlights of the Clean Planet program are:

Unique end-user online portal

- On our website, you'll find complete instructions on how to order our exclusive Clean Planet recycling boxes. We've streamlined the process so that now all recycling boxes received in your kit have a pre-paid return label applied to the box.
- Tracking and reviewing your orders
- A new feature of our online portal includes the ability to track your orders so you'll know exactly when your Clean Planet recycling boxes will arrive at your location.

Online reporting

- Provides the ability to view and print reports that provide year-to-date information on the estimated bulk weight of all materials and total number of pieces you have sent back for recycling by location. Customization can be accomplished for large organizations and report on recycling by building or division.
- Small and home office customers: "Single Program."
- The Single Program is designed for customers who use 3 or less consumables per month. This allows for a single item to be returned for recycling. Simply package your used consumable in your new consumable box, affix the UPS label ordered from the website, and ship. Individual UPS labels are ordered through the website and emailed to you within 1 business day. Please note: The single return labels are only to be used with Konica Minolta branded material.

For our mid-sized customers

- A recycling box designed to hold 10–15 items (consumables only, not shipping materials) can be ordered from the Clean Planet website. Just assemble the box and place it in your office. When the box is full, simply secure the liner with the included zip ties, tape the lid, and schedule a pickup with UPS through our Clean Planet website. Please note: only Konica Minolta Clean Planet boxes can be accepted.



For high-volume customers

- Konica Minolta can arrange for the delivery and pickup of recycling pallets that hold a larger quantity of consumable items (not shipping materials). Please check our Clean Planet website for details.

For our Managed Print Service (OPS) customers

- OPS is part of Konica Minolta's Clean Planet program, giving you one consolidated method for easily returning and recycling all your consumables.

MFP and Related Equipment

- 52) Please organize your offerings with proposed pricing of base units and related accessories relating to the following bands or segments of equipment in terms of pages per minute (PPM) when applicable. Feel free to customized and identify the PPM ranges to be applicable to your proposed solution or equipment.

Black and White	Color
20-25	20-24
26-30	25-29
31-35	30-34
36-45	35-39
46-55	40-49
56-64	50-59
65-74	60-69
75-94	70-79
95-104	80-89
105-119	90 plus
120 plus	

We have identified on our price sheets the speeds of the proposed equipment in accordance with the above segments.

- 53) When submitting solutions relating to the scope of this RFP, clearly identify the solution, equipment, and products and describe the use, application, and value to our member agencies. We have identified on our price sheet offering the use and application of each solution.

- 54) Identify, describe, and submit any other scope-related equipment and accessories along with proposed pricing

Konica Minolta has no other scope-related equipment and accessories to identify. We have identified and described all scope-related equipment and accessories in the applicable sections in Forms A and P and have provided pricing for these items

Signature: Kristen McKenna Date: 8/24/14



Contract # 083116-KON

EXHIBIT A**KONICA MINOLTA****Master Premier
Lease Agreement**

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE*

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

SUPPLIER INFORMATION

NAME OF SUPPLIER

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. **LEASE AGREEMENT:** You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. **RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

(continued on back)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**LESSOR ACCEPTANCE**

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See next page for additional terms and conditions.

Sourcewell 6.6.18

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that any manufacturer or Supplier warranty is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to such warranty and that your obligations under this Agreement are not subject to selfoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair..

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without selfoff or defense. You agree to cooperate with us and any insurer in the placement of any coverage and claims thereunder. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage in an amount acceptable to us. All policies must provide that we be given thirty (30) days written notice of cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This Indemnity survives the expiration or termination of this Agreement.**

9. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or use taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

11. DEFAULT AND REMEDIES: (a) If you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

13. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. You waive the right to challenge in court the authenticity of a faxed or other electronically-transmitted signed copy of this Agreement and any schedule and agree that the faxed or other electronically-transmitted copy containing your faxed or other electronically-transmitted signature and our manual or electronic signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.

15. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**



KONICA MINOLTA

EXHIBIT A-1



Contract # 083116-KON

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Master Premier Lease Agreement No. _____ dated _____, 20____ ("Lease"), is by and between **Konica Minolta Premier Finance** (Lessor) and _____ (Customer). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Customer presently intends to continue the Lease and any Schedule to the Lease for the entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Customer's budget will include in the budget request for each fiscal year during the term of any Schedule to the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Customer cannot contractually commit itself in advance to perform and the Lease and any Schedule to the Lease does not constitute such a commitment. However, Customer reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Customer's continued utilization of the Equipment covered under a Schedule in the performance of its essential functions during the term of any Schedule to the Lease.
2. If Customer's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under a Schedule to the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Customer shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Customer's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Schedule(s) to the Lease (the "Return Date"), Customer shall return to Lessor all, but not less than all, of the Equipment covered by the Schedule(s) to the Lease, at Customer's sole expense, in accordance with the terms hereof; and (iii) the Schedule(s) to the Lease shall terminate on the Return Date without penalty or expense to Customer and Customer shall not be obligated to pay the rentals beyond such fiscal year, provided, that Customer shall pay all rentals and other payments due under the Schedule(s) to the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Customer shall pay month-to-month rent at the rate set forth in the Schedule(s) to the Lease for each month or part thereof that Customer fails to return the Equipment as required herein.
3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The Lease is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the _____ day of _____, 20____.

Konica Minolta Premier Finance
(Lessor)

By _____
(Date)

Name/Title _____

(Customer)

By _____
(Date)

Name/Title _____

**AMENDMENT TO
NJPA Contract #083116-KON**

This AMENDMENT ("Amendment") to the Contract #083116-KON ("Agreement") is effective on the date hereof, by and between National Joint Powers Alliance ("NJPA") and Konica Minolta Business Solutions U.S.A., Inc. (Vendor).

Vendor was awarded an NJPA Contract for multi-function copiers, printers and equipment applicable to scanned data and management, image duplicating, and related solutions, accessories, supplies, and services effective October 19, 2016 until October 19, 2020, relating to the provision of services by Vendor to NJPA and its Members, and

Both parties agree that certain terms within the contract shall be updated and amended, and

Vendor and NJPA desire to amend the Agreement only to the extent as provided hereunder.

In consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P, Payment Terms and Financing Options, Question #2, is amended as follows: delete the paragraph titled "Purchase Order Only Program" and replace with:

Purchase Order Only Program

The following Purchase Order Only option would be made available to any NJPA entity meeting our underwriting criteria. Konica Minolta will offer leasing under the terms and conditions outlined in Exhibit A attached hereto. Additionally, for those state and local governmental entities that are subject to annual appropriations, Exhibit A1 would also be incorporated into those lease terms and conditions.

Entities may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Rider (which Rider shall not apply to or for any private, non-profit entity, or any other privately owned entity) and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease.

The following language is required to be written on the face of each Purchase Order Issued by the customer:

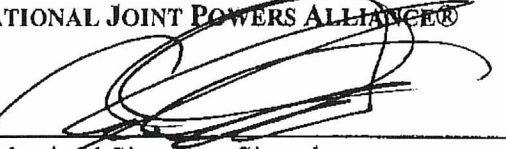
"This purchase order incorporates the terms and conditions of the Konica Minolta NJPA Contract No. 083116-KON, specifically those leasing terms from Exhibit A and Exhibit A1 to Form P, attached thereto set forth in <http://www.njpacoop.org/cooperative-purchasing/contracts-general/office-school-supplies-furniture-and-equipment/083116-kon/> for full terms and conditions that govern and control leasing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order."

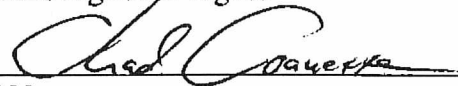
**NOTE, private, non-profit and other privately owned entities should omit the reference to Exhibit A1 when preparing their purchase order, as this Exhibit would not apply.

2. Master Premier Lease Agreement is incorporated as Exhibit A to Form P.
3. Non Appropriation Rider is incorporated as Exhibit A-1 to Form P.
4. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

NATIONAL JOINT POWERS ALLIANCE®

By 
Authorized Signature-Signed

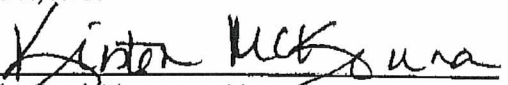
By 
Printed Name


Title


Date

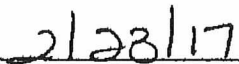


KONICA MINOLTA BUSINESS SOLUTIONS
U.S.A., INC.

By 
Authorized Signature-Signed

By Kristen McKenna
Printed Name

Director Government Contracts
Title


Date

AMENDMENT
TO
CONTRACT #083116-KON

This Amendment is by and between Sourcewell ("Sourcewell") and Konica Minolta Business Solutions U.S.A., Inc., ("Vendor").

Vendor holds a contract with Sourcewell, formerly known as National Joint Powers Alliance or NJPA, for multifunction copiers, printers, and equipment applicable to scanned data and management, image duplicating, and related solutions, accessories, supplies, and services, Contract Number 083116-KON ("Original Contract").

The parties wish to amend the Original Contract as follows:

1. This Amendment is effective immediately upon the final signature below.
2. On June 6, 2018, National Joint Powers Alliance, also referred to as NJPA, changed its name to Sourcewell. Any reference to either National Joint Powers Alliance or NJPA in the Original Contract should be read to be changed to Sourcewell.
3. Form P, Payment Terms and Financing options, Questions #2, is amended to delete the paragraph that was amended on February 23, 2017, and replace it with the following:

This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 083116-KON, specifically those leasing terms from Exhibit A and Exhibit A1 to Form P. attached thereto set forth in <https://sourcewell-mn.gov/cooperative-purchasing/083116-kon> for full terms and conditions that govern and control leasing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.

(This Section Left Blank.)

Except as amended above, the Original Contract will remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature

Jeremy Schwarz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 7/2/2018 | 1:43 PM CDT

APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

DocuSigned by:
Date: Chad Coauette
3F75ED2BA547446...

Vendor

By: Kristen McKenna
Authorized Signature

Kristen McKenna
Name – Printed

Title: Director, Government Contracts

Date: 6/29/18

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Lillian Guzman, Deputy City Clerk

SUBJECT: CITY COUNCIL ASSIGNMENTS

DATE: January 8, 2020

RECOMMENDATION: It is recommended that the City Council:

- 1) Move that the City Council take action to fill assignments, and/or direct staff to make any other changes that the City Council may desire.

SUMMARY

The City Council reviews City Council assignments on an annual basis. The City Council will review and consider City Council assignments, representatives and alternates to various organizations affiliated with the City, as desired.

The following is a list of City assignments and the representatives and alternates to various organizations with which the City is affiliated.

ORGANIZATIONS	CURRENT REPRESENTATIVES
MONTEBELLO CHAMBER OF COMMERCE – BOARD OF DIRECTORS (meets 2 nd Wed. 8:30a.m.)	Cobos-Cawthorne
GATEWAY CITIES OF GOVERNMENTS (meets 1 st Wednesday at 6:00 pm)	Jimenez Cobos-Cawthorne (A)
INDEPENDENT CITIES ASSOCIATION (meets 2 nd Thursday at 7:00 p.m.)	Hadjinian
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ALAMEDA CORRIDOR EAST CONSTRUCTION AUTH. (meets 2 nd Thursday 6:00 pm)	Hadjinian
SCAG – GENERAL ASSEMBLY (meets twice per year at various locations)	Melendez

ITEM #18

SOUTHEAST AREA ANIMAL CONTROL (meets 3 rd Thursday 2:00 pm, in Downey)	Cobos-Cawthorne
ASHIYA SISTER CITY ASSOCIATION	Hadjinian
ARTS IN PUBLIC PLACES ADHOC COMMITTEE	Melendez
CANNABIS ADHOC COMMITTEE	Cobos-Cawthorne Hadjinian
ECONOMIC DEVELOPMENT AD HOC COMMITTEE	Cobos-Cawthorne Jimenez
HOMELESSNESS AD HOC COMMITTEE	Hadjinian Melendez
STREET AD HOC COMMITTEE	Cobos-Cawthorne Hadjinian
SOLID WASTE AD HOC COMMITTEE	Hadjinian
TRANSIT AD HOC COMMITTEE	Hadjinian Jimenez

FISCAL IMPACT:

No impact to the General Fund.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

SUBMITTED BY: Joseph A. Palombi, Interim Director of Planning and Community Development

SUBJECT: **SECOND READING AND ADOPTION: Ordinance approving General Plan Amendment No. GPA 02-19 and Zone Change No. ZC 02-19 amending the General Plan Land Use Map from Low Density Residential to Boulevard Commercial and the Zoning Map from R-1 Single Family to C-R Commercial Restricted for the property located at 429 North Montebello Boulevard**

DATE: January 8, 2020

RECOMMENDATION

It is recommended that the City Council conduct a Second Reading of and adopt a Draft Ordinance that would:

- (1) Amend the General Plan Amendment (GPA 02-19) to change the land use designation from Low Density Residential to Boulevard Commercial for the property located at 429 N. Montebello Blvd., Montebello, California 90640 (the "Subject Property"); and
- (2) Approve a Zone Change (ZC 02-19) and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone of the Subject Property.

BACKGROUND

On October 15, 2019 the Planning Commission held a duly noticed public hearing to consider a request by Ms. Sosy Yapoujian (the "Applicant") for a proposed General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) to amend the General Plan land use designation from Low Density Residential to Boulevard Commercial and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone for the

ITEM #19

Applicant's property located at 429 N. Montebello Blvd., Montebello, California 90640. The Planning Commission took testimony from the Applicant and the public during the above referenced duly noticed Public Hearing. Due to the lack of a majority vote required to take action on a General Plan amendment (Gov. Code, § 65354), the Planning Commission continued the Public Hearing item to the next regularly scheduled meeting.

On November 5, 2019 The Planning Commission considered the continued item and took further testimony and unanimously adopted Planning Commission Resolution No. 39-19 recommending the that the City Council approve the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) to amend the General Plan land use designation from Low Density Residential to Boulevard Commercial and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone for the Subject Property

On December 18, 2019, the City Council held a duly noticed public hearing, took testimony, and adopted a Resolution adopting a Negative Declaration for GPA 02-19 and ZC 02-19 and approved GPA 02-10 and ZC 02-19. In addition, the City Council introduced the Draft Ordinance, approved the First reading thereof, and scheduled the Second Reading of the Draft Ordinance for the City Council meeting of January 8, 2020.

ANALYSIS

The Applicant seeks to establish a professional office use at the Subject Property. The proposed use associated with this request requires the following land use entitlements:

- a. General Plan Amendment - an amendment to the General Plan changing the property at 429 N. Montebello Boulevard land use designation from "Low Density Residential" to "Boulevard Commercial" is required. The City Council may amend the General Plan if it finds that doing so furthers the health, safety, welfare, and conveniences of the public and provided the amendment does not create internal inconsistencies in the General Plan. General Plans may be amended as needed; however no General Plan mandatory element may be amended more frequently than 4 times during any calendar year (Gov. Code, § 65358). The proposed General Plan Amendment under GPA 02-19 affects the Land Use Element, which is a mandatory element. The City has not surpassed the frequency of allotted General Plan amendments for the current calendar year.
- b. Zone Change – a zone change that will change the zone from R-1 Single Family to C-R Commercial Restricted shall be required. The City Council has the authority to change a zone if it finds that doing so furthers the health, safety, welfare, and conveniences of the public and provided the zone change does not create internal inconsistencies in the General Plan. The C-R Commercial

Restricted Zone is established to provide areas for professional offices and related uses close to residential areas. The C-R Zone permits the development of light traffic generating uses to be located on heavily traveled streets and highway frontages.

The Subject Property is currently developed with a residential use and structure and is surrounded by commercial-zoned properties to the north, east, and west. The proposed changes to the zoning and General Plan under GPA 02-19 and ZC 02-19 will make the Subject Property consistent with the noted commercial properties to the north, east, and west and will not allow residential uses. The proposed General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) will only affect the Subject Property. The Applicant proposes to convert the existing residential structure into an office use. The proposed amendments will allow professional office use by right at the Subject Property, which is consistent with the intent of the Applicant and the proposed amendments. In addition, the amendments will further the potential to expand the commercial opportunities along the Beverly Boulevard and Montebello Boulevard corridors.

ENVIRONMENTAL ASESMENT

The General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) are considered a “project” per the California Environmental Quality Act (CEQA) definition of a “project”. An Initial Study was prepared to analyze potential environmental impacts and found no impacts because no development is a part of this project and any future development or construction will be evaluated for environmental impacts at the time of application therefore, a Negative Declaration was prepared and was circulated for public review and comment from September 26, 2019, to October 15, 2019. Staff did not receive any comments during the public review and as of the writing of this report, no comments have been received in connection with the above referenced Negative Declaration.

FISCAL IMPACT

There is no fiscal impact to the general fund.

SUMMARY

It is recommended that the City Council consider the Second Reading and adopt the Draft Ordinance for the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) for the Subject Property located at 429 N. Montebello Boulevard.

ATTACHMENT(S)

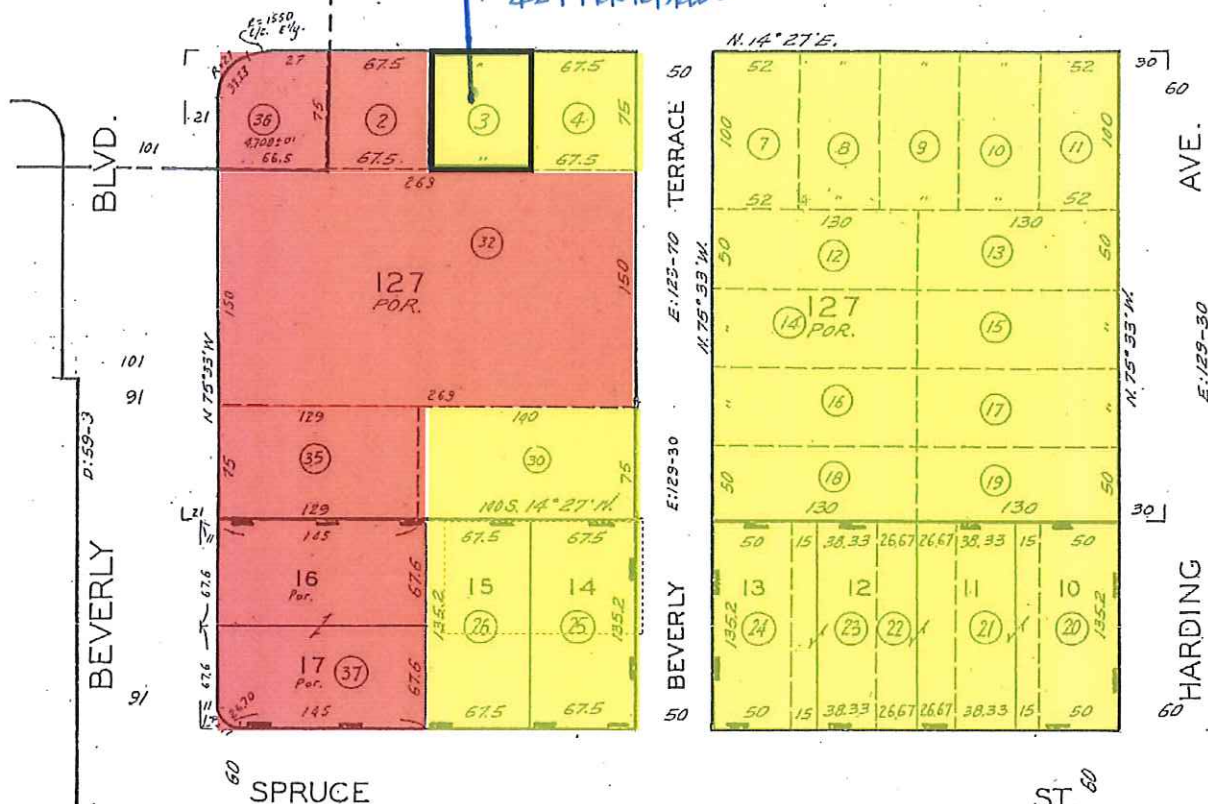
- A. Existing General Plan Land Use Map
- B. Proposed GPA 02-19
- C. Existing Zoning Map
- D. Proposed ZC 02-19
- E. Draft Ordinance Approving GPA/ZC

6325—+—6330 2003

MONT**E**BELLO

SITE
429 MONTEBELLO

BLVD.



CODE
6330
6325

MONTEBELLO
M.R.78-19-23

TRACT NO. 11158

FOR PREV. ASSM'T. SEE: 1209-5

M.B.201-48

Existing General Plan Land Use Map

 LDR LOW DENSITY RESIDENTIAL

 BC BOULEVARD COMMERCIAL

6345 5
SCALE 1" = 80'

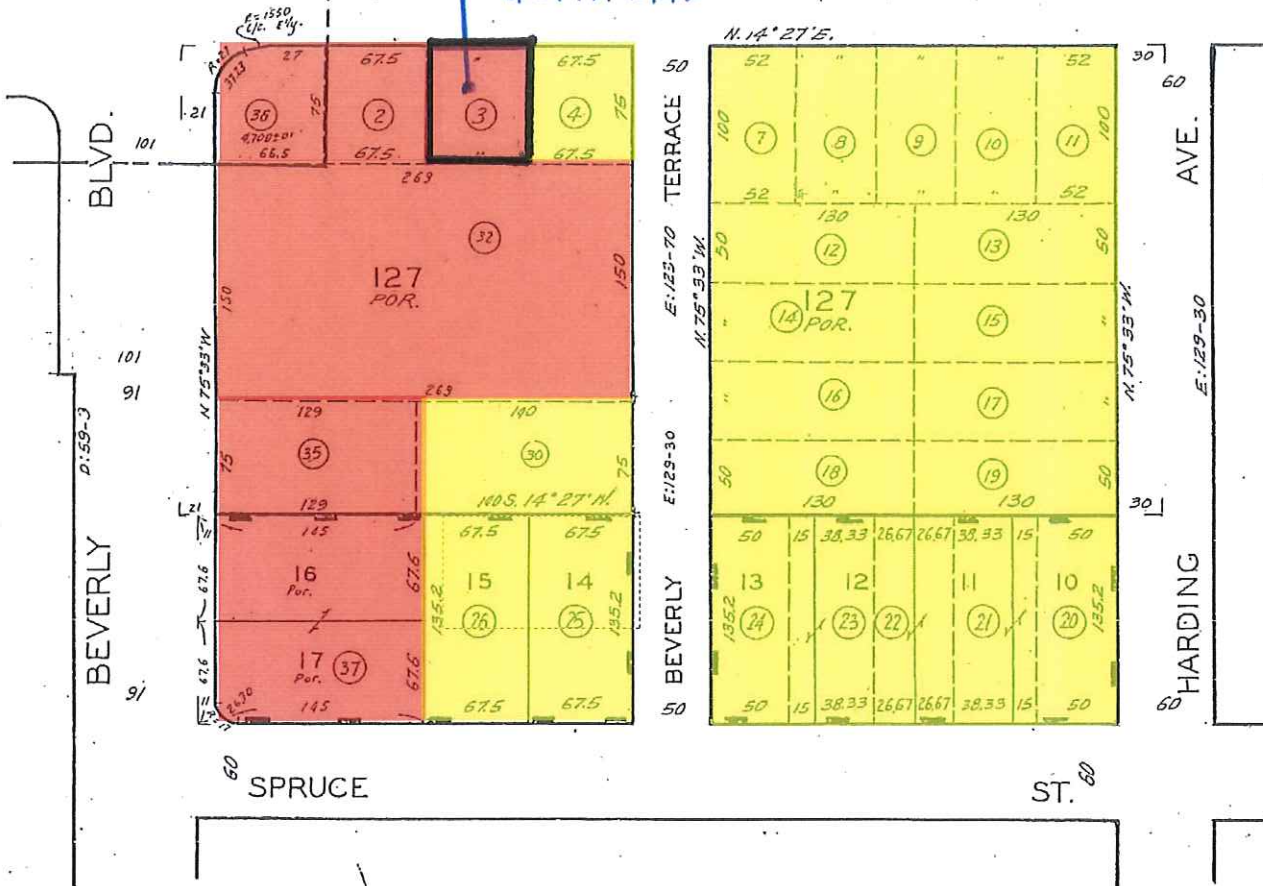
6325 6330

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MONTEBELLO

SITE
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BLVD.



CODE
6330
6325

MONTEBELLO

M.R.78-19-23

TRACT NO. 11158

M.B.201-48

FOR PREV. ASSM'T. SEE: 1209-5

General Plan Amendment No. GPA 02-19



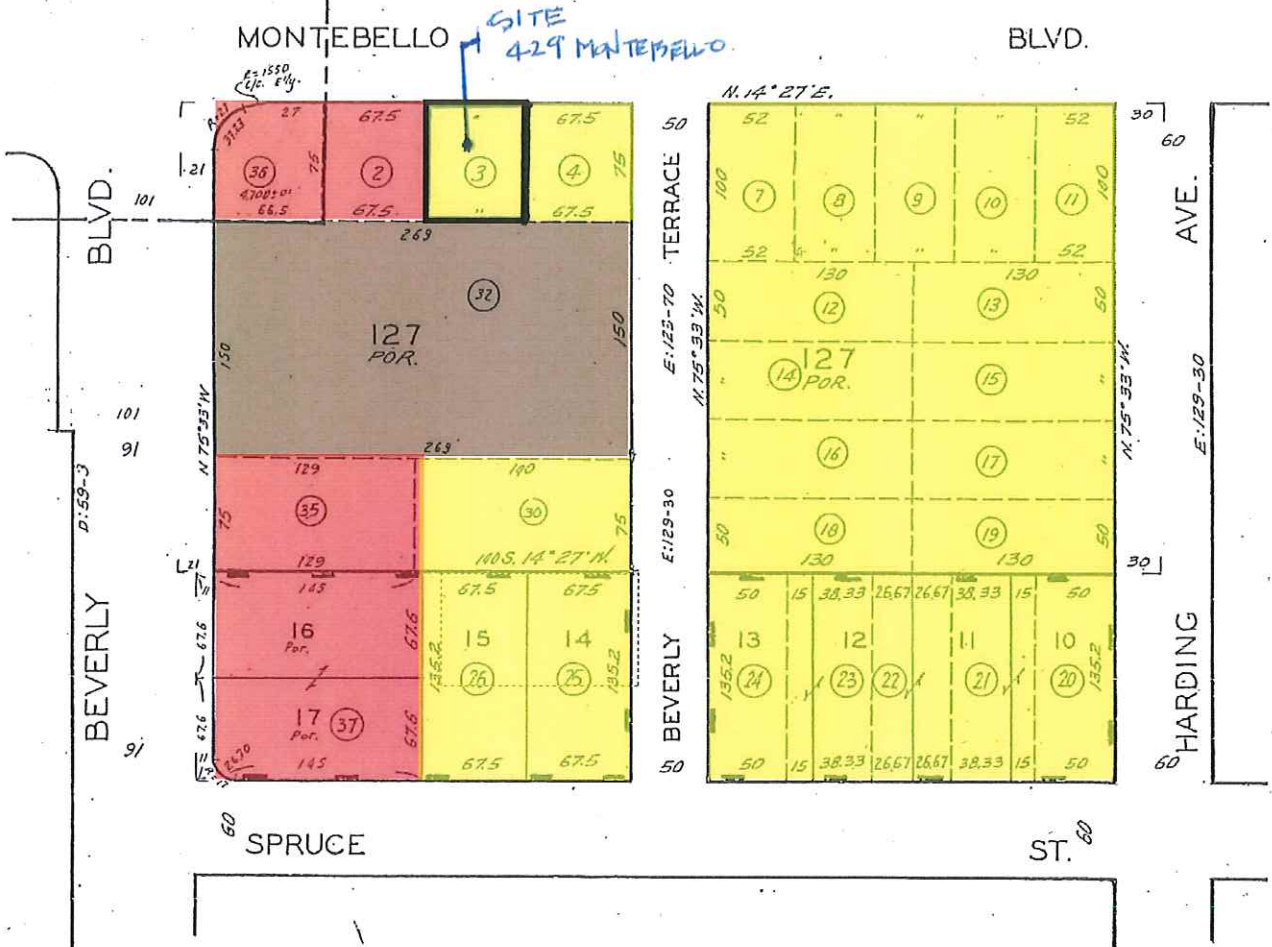
BC BOULEVARD COMMERCIAL



LDR LOW DENSITY RESIDENTIAL

6345 5
SCALE 1" = 80'

6325 6330 2003



CODE
6330
6325

MONTEBELLO

M.R.78-19-23

TRACT NO. 11158

M.B.201-48

FOR. PREY. ASSMT. SEE: 1209-5

Existing Zone Map

- C-1 NEIGHBORHOOD COMMERCIAL Zone
- R-1 SINGLE-FAMILY Zone
- C-R COMMERCIAL RESTRICTED Zone

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING GENERAL PLAN AMENDMENT NO. GPA 02-19 AMENDING THE GENERAL PLAN LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO BOULEVARD COMMERCIAL AND ZONE CHANGE NO. ZC 02-19 CHANGING THE ZONING CLASSIFICATION FROM R-1 SINGLE FAMILY ZONE TO C-R COMMERCIAL RESTRICTED ZONE FOR PROPERTY LOCATED AT 429 NORTH MONTEBELLO BOULEVARD (APN 6345-005-003)

WHEREAS, the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) application has been received and accepted;

WHEREAS, the General Plan Amendment and Zone Change would allow commercial use and consistency for the property located at 429 North Montebello Boulevard;

WHEREAS, on November 5, 2019, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution No. 39-19 recommending that the City Council approve the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19);

WHEREAS, on December 18, 2019, the City Council held a duly noticed public hearing at which time it considered all evidence presented, both written and oral and approved the First Reading thereof and adopted a Resolution adopting a Negative Declaration for General Plan Amendment No. GPA 02-19 and Zone Change No. ZC 02-19 and approved General Plan Amendment No. GPA 02-19 and Zone Change No. ZC 02-19;

WHEREAS, all other prerequisites to the adoption of this Ordinance have occurred; and

NOW, THEREFORE, The City Council of the City of Montebello ordains that:

SECTION 1. INCORPORATION OF RECITALS. The City Council for the City of Montebello finds and declares the foregoing are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. CEQA. On September 26, 2019, the General Plan Amendment (GPA 02-19) and related Zone Change's (ZC 02-19) Negative Declaration was posted for a 20-day review. The documents were made available for public review and inspection during the City's normal business hours at the City of Montebello's Planning Division located at 1600 West Beverly Boulevard, Montebello, CA 90640. During the 20-day public review period, the Planning Division received no comments regarding the proposed General Plan Amendment from Low Density residential to Boulevard Commercial and proposed Zone Change from R-1 Single-Family to C-R

Commercial Restricted for the property located at 429 N. Montebello Boulevard.

SECTION 3. GENERAL PLAN AMENDMENT AND ZONE CHANGE.

The City Council hereby approves the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) based on the following findings of fact.

- a. The Zone Change would be in compliance with the Montebello Municipal Code Section 17.76.010 – Authority. The City may change the zoning designation on a property when doing so would be in the best interest, convenience and necessity and is in the best interest of the City in achieving the goals and policies of the General Plan.
- b. The General Plan is being considered under Government Code Article 6. Preparation, Adoption, and Amendment of the General Plan § 65350 – 65362.

SECTION 4. GENERAL PLAN LAND USE MAP AND ZONE MAP. City staff is hereby directed to amend the City's official General Plan Land Use Map and Zoning Map and amend the General Plan Map from Low Density residential to Boulevard Commercial and Zoning Map from R-1 Single-Family to C-R Commercial Restricted for the property located at 429 N. Montebello Boulevard.

SECTION 5. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this 8th day of January, 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on December 18, 2019, and duly adopted by the City Council of the City of Montebello at their regular meeting on _____, 2020, and carried by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this ____ day of _____ 2020. _____